### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM538515

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Toughbuilt Industries, Inc.		08/19/2019	Corporation: NEVADA

### **RECEIVING PARTY DATA**

Name:	Alto Opportunity Master Fund, SPC - Segregated Master Portfolio B
Street Address:	222 Broadway
Internal Address:	c/o Ayrton Capital LLC, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10038
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4245673	CLIPTECH
Registration Number:	4245674	FEARLESS
Registration Number:	4245675	TOUGHBUILT
Registration Number:	5394328	TOUGHBUILT
Registration Number:	5505964	TOUGHBUILT

### CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9735035900

Email: NJPatentGroup@KelleyDrye.com

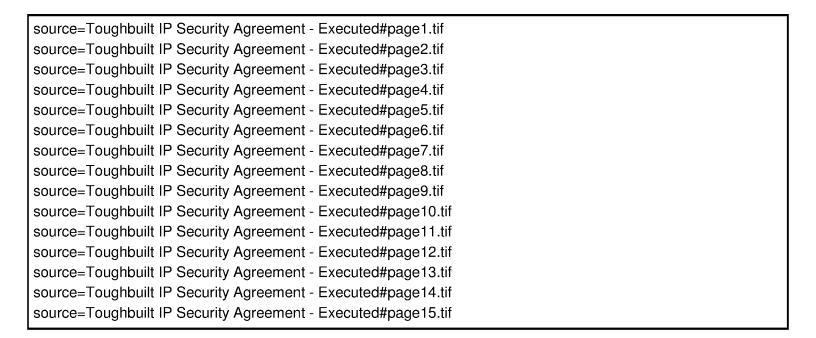
Kelley Drye & Warren LLP **Correspondent Name:** 

One Jefferson Road Address Line 1:

Address Line 4: Parsippany, NEW JERSEY 07054

NAME OF SUBMITTER:	Michael J. Zinna
SIGNATURE:	/Michael J. Zinna/
DATE SIGNED:	08/28/2019

**Total Attachments: 15** 



### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this "**IP Security Agreement**"), dated August 19, 2019, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Alto Opportunity Master Fund, SPC - Segregated Master Portfolio B, in its capacity as collateral agent (the "**Collateral Agent**") for the Noteholders. All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, Toughbuilt Industries, Inc., a Nevada corporation (the "Company"), and each party listed as a "Buyer" therein (collectively, the "Buyers") are parties to that certain Securities Purchase Agreement, dated August 19, 2019, pursuant to which the Company shall be required to sell, and the Buyers shall purchase or have the right to purchase, the "Notes" and "Warrants" (each as defined therein) issued pursuant thereto (as such Notes or Warrants may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms thereof, collectively, the "Notes" and "Warrants", respectively);

WHEREAS, it is a condition precedent to the purchase of the Notes and Warrants under the Securities Purchase Agreement that each Grantor has executed and delivered that certain Security and Pledge Agreement, dated August 19, 2019, made by the Grantors to the Collateral Agent (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Collateral Agent and the Noteholders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, the Grantors have determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Grantors.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Buyers to perform under the Securities Purchase Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Noteholders, as follows

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Collateral Agent and the Noteholders a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- (i) the Patents and Patent applications set forth in <u>Schedule A</u> hereto;
- (ii) the Trademark and service mark registrations and applications set forth in <u>Schedule B</u> hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the

grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

- (iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in <u>Schedule C</u> hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.
- SECTION 2. <u>Security for Obligations</u>. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Notes and the Transaction Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.
- SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.
- SECTION 4. <u>Execution in Counterparts</u>. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- SECTION 5. <u>Grants, Rights and Remedies</u>. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

### SECTION 6. Governing Law; Jurisdiction; Jury Trial.

- (i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.
- (ii)Each Grantor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under Section 9(f) of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Collateral Agent or the Noteholders from bringing suit or taking other legal action against any Grantor in any other jurisdiction to collect on a Grantor's obligations or to enforce a judgment or other court ruling in favor of the Collateral Agent or a Noteholder.
- (iii) <u>WAIVER OF JURY TRIAL, ETC</u>. EACH GRANTOR IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.
- (iv) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TOUGHBUILT INDUSTRIES, INC

Ву

Name: Michael Paposian

Title: CEO

Address for Notices:

25371 Commercentre Drive,

Ste 200,

Lake Forest, CA 92630

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TOUGHBUILT TECHNOLOGIES, INC.

Bv

Name: Michael Panosian

Title: CEO

Address for Notices:

25371 Commercentre Drive,

Ste 200,

Lake Forest, CA 92630

### Schedule A

### **Patents**

Transaction Party	Country	Title	Application No.	Patent No.	Filing Date	Issue Date	Assignees
ToughBuilt Industries, Inc.	Australia	Mobile Phone	201714085	29601806 (US)	7/4/2017	7/28/2017	NONE.
ToughBuilt Industries, Inc.	Australia	Mobile Phone	201714085	29589805 (US)	7/4/2017	7/28/2017	NONE.
ToughBuilt Industries, Inc.	Australia	Mobile Phone	201714087	29601793 (US)	7/4/2017	7/28/2017	NONE.
ToughBuilt Industries, Inc.	Australia	Mobile Phone	201714087	29589805 (US)	7/4/2017	7/28/2017	NONE.
ToughBuilt Industries, Inc.	Canada	Mobile Phone		175760	7/4/2017	9/12/2018	NONE.
ToughBuilt Industries, Inc.	Canada	Mobile Phone		175761	7/4/2017	9/12/2018	NONE.
ToughBuilt Industries, Inc.	China	knee pad stabilizer KPS05	201330241103.3	2697113	6/8/2013	6/8/2013	NONE.
ToughBuilt Industries, Inc.	China	C470 old saw horse	201330241092.9	2698058	6/8/2013	6/8/2013	NONE.
ToughBuilt Industries, Inc.	China	water proof knee pads KP102	201330241210.6	2884732	6/8/2013	6/8/2013	NONE.
ToughBuilt Industries, Inc.	China	knee pad shell KPS01	201330241232.2	2697840	6/8/2013	6/8/2013	NONE.
ToughBuilt Industries, Inc.	China	knee pads KP3 & KPG3	201330241145.7	2883955	6/8/2013	6/8/2013	NONE.
ToughBuilt Industries, Inc.	China	tool pouch kickstand	201330241104.8	2713041	6/8/2013	6/8/2013	NONE.
ToughBuilt Industries, Inc.	China	clip for tool pouches bag accessory	201330241481.1	2713148	6/8/2013	6/8/2013	NONE.
ToughBuilt Industries, Inc.	China	2 in 1 Ultra light Knee pads KP101	201330241483.0	2611279	6/8/2013	6/8/2013	NONE.
ToughBuilt Industries, Inc.	China	C420 old saw horse	201330241484.5	2713761	6/8/2013	6/8/2013	NONE.
ToughBuilt Industries, Inc.	China	clip holder for pouch	201330241482.6	2642746	6/8/2013	6/8/2013	NONE.
ToughBuilt Industries, Inc.	China	Saw Horse C500	201530446508.X	3666785	11/10/2015	11/10/2015	NONE.
ToughBuilt Industries, Inc.	China	Saw Horse C550	201530446426.5	3666877	11/10/2015	11/10/2015	NONE.
ToughBuilt Industries, Inc.	China	Saw Horse C300	201530446347.4	3666834	11/10/2015	11/10/2015	NONE.
ToughBuilt Industries, Inc.	China	Saw Horse C600	201530446509.4	3666859	11/10/2015	11/10/2015	NONE.

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ToughBuilt Industries, Inc. USA	USA	Pliers	29692072 (Design)	5/20/2019	NONE.
ToughBuilt Industries, Inc. USA	ASU	Screwdrivers	Design		NONE.
ToughBuilt Industries, Inc. USA	USA	Knives / Scrapers	16506186 (Utility)	7/9/2019	NONE.

# Schedule B

## **Trademarks**

Transaction Party	Country	Trademark	Trademark No.	Filing Date	Publication	Registratio	Assignees
ę	٠			c	Date	n Date	c
ToughBuilt Industries, Inc.	Australia	TOUGHBUILT	1843364	5/11/2017	10/5/2017	7/4/2017	NONE.
ToughBuilt Industries, Inc.	Australia	TOUGHBUILT	1843364	5/11/2017	10/5/2017	7/4/2017	NONE.
ToughBuilt Industries, Inc.	Australia	TOUGHBUILT	1843364	5/11/2017	10/5/2017	7/4/2017	NONE.
ToughBuilt Industries, Inc.	Australia	TOUGHBUILT	1843364	5/11/2017	10/5/2017	7/4/2017	NONE.
ToughBuilt Industries, Inc.	Australia	TOUGHBUILT	1854657	7/4/2017	11/30/2017	7/19/2017	NONE.
ToughBuilt Industries, Inc.	Canada	TOUGHBUILT	TMA952070	10/14/2014		10/13/2016	NONE.
ToughBuilt Industries, Inc.	Canada	TOUGHBUILT	TMA952070	10/14/2014		10/13/2016	NONE.
ToughBuilt Industries, Inc.	Canada	TOUGHBUILT	TMA952070	10/14/2014		10/13/2016	NONE.
ToughBuilt Industries, Inc.	Canada	TOUGHBUILT	TMA952070	10/14/2014		10/13/2016	NONE.
ToughBuilt Industries, Inc.	Canada	TOUGHBUILT	TMA952113	10/14/2014		10/13/2016	NONE.
ToughBuilt Industries, Inc.	Canada	TOUGHBUILT	TMA952113	10/14/2014		10/13/2016	NONE.
ToughBuilt Industries, Inc.	Canada	TOUGHBUILT	TMA952113	10/14/2014		10/13/2016	NONE.
ToughBuilt Industries, Inc.	Canada	TOUGHBUILT	TMA952113	10/14/2014		10/13/2016	NONE.
ToughBuilt Industries, Inc.	Canada	TOUGHBUILT	TMA952113	10/14/2014		10/13/2016	NONE.
ToughBuilt Industries, Inc.	Canada	TOUGHBUILT	TMA952113	10/14/2014		10/13/2016	NONE.
ToughBuilt Industries, Inc.	China	TOUGHBUILT	10902616	5/14/2012		8/21/2013	NONE.
ToughBuilt Industries, Inc.	China	TOUGHBUILT	10902617	5/14/2012		8/21/2013	NONE.
ToughBuilt Industries, Inc.	China	TOUGHBUILT	10902618	5/14/2012		8/21/2013	NONE.
ToughBuilt Industries, Inc.	China	TOUGHBUILT	10902619	5/14/2012		8/21/2013	NONE.
ToughBuilt Industries, Inc.	China	TOUGHBUILT	10902620	5/14/2012		8/21/2013	NONE.
ToughBuilt Industries, Inc.	China	TOUGHBUILT	10902621	5/14/2012		8/21/2013	NONE.

NONE		6/24/2019		TOUGHBUILT	Brazil	ToughBuilt Industries, Inc.
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A	6/6/2017 N/A	9/21/2016	N/A	TOUGHBUILT	USA	ToughBuilt Industries, Inc.
A	4/18/2017 N/A	9/21/2016	N/A	TOUGHBUILT	USA	ToughBuilt Industries, Inc.
'A NONE.	4/18/2017 N/A	9/21/2016	N/A	TOUGHBUILT	USA	ToughBuilt Industries, Inc.
'A NONE.	4/18/2017 N/A	9/21/2016	N/A	TOUGHBUILT	USA	ToughBuilt Industries, Inc.
'A NONE.	2/7/2017 N/A	9/21/2016	N/A	TOUGHBUILT	USA	ToughBuilt Industries, Inc.
7/3/2018 NONE	4/17/2018 7/3	2/16/2017	5505964	TOUGHBUILT	USA	ToughBuilt Industries, Inc.
2/6/2018 NONE	11/21/2017 2/6	1/5/2017	5394328	TOUGHBUILT	USA	ToughBuilt Industries, Inc.
11/20/2012 NONE.	9/4/2012 11/	4/11/2012	4245675	TOUGHBUILT	USA	ToughBuilt Industries, Inc.
11/20/2012 NONE	9/4/2012 11/	4/11/2012	4245675	TOUGHBUILT	USA	ToughBuilt Industries, Inc.
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11/20/2012 NONE.	9/4/2012 11/	4/11/2012	4245675	TOUGHBUILT	USA	ToughBuilt Industries, Inc.
11/20/2012 NONE	9/4/2012 11/	4/11/2012	4245674	FEARLESS	USA	ToughBuilt Industries, Inc.
11/20/2012 NONE	9/4/2012 11/	4/11/2012	4245673	CLIPTECH	USA	ToughBuilt Industries, Inc.
11/20/2012 NONE.	9/4/2012 11/	4/11/2012	4245673	CLIPTECH	USA	ToughBuilt Industries, Inc.
11/20/2012 NONE	9/4/2012 11/	4/11/2012	4245673	CLIPTECH	USA	ToughBuilt Industries, Inc.
1/17/2019 NONE.	7/30/2018 1/1	11/15/2017	4020170145034	TOUGHBUILT (Logo Graphic)	Korea	ToughBuilt Industries, Inc.
1/17/2019 NONE.	7/30/2018 1/1	11/15/2017	4020170145027	TOUGHBUILT (Korean)	Korea	ToughBuilt Industries, Inc.
1/17/2019 NONE	7/30/2018 1/1	11/15/2017	4020170145032	TOUGHBUILT (English)	Korea	ToughBuilt Industries, Inc.
9/15/2017 NONE.	9/1	5/16/2017	016725921	TOUGHBUILT	Europe	ToughBuilt Industries, Inc.
5/28/2015 NONE.	5/2	10/15/2014	013361118	TOUGHBUILT	Europe	ToughBuilt Industries, Inc.
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31488414 6/8/2018	TOUGHBUILT MARK	China	ToughBuilt Industries, Inc.
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31485671 6/8/2018	TOUGHBUILT MARK	China '	ToughBuilt Industries, Inc.
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31501031 6/8/2018	TOUGHBUILT MARK	China	ToughBuilt Industries, Inc.

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NONE.	019	7/25/2019	TOUGHBUILT	Europe	ToughBuilt Industries, Inc.
NONE.	019	7/26/2019	TOUGHBUILT	Canada	ToughBuilt Industries, Inc.
NONE.	19	7/8/2019	TOUGHBUILT	Panama	ToughBuilt Industries, Inc.
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### **Copyrights**

None.

TRADEMARK REEL: 006731 FRAME: 0276

**RECORDED: 08/28/2019**