# CH \$165.00 318828

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM389544

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
YSN IMPORTS, INC.		06/27/2016	Corporation: NEVADA

# **RECEIVING PARTY DATA**

Name:	FEDERAL NATIONAL PAYABLES INC. d/b/a FEDERAL NATIONAL COMMERCIAL CREDIT		
Street Address:	7315 Wisconsin Avenue, Suite 600W		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark	
Registration Number:	3188283	FLAME KING	
Registration Number:	3265015	FLAME KING	
Registration Number:	3822564	GA	
Registration Number:	3822563	GUERRILLA AIR GA	
Registration Number:	3822562	GUERRILLA AIR	
Registration Number:	3471578	MYTH	

# **CORRESPONDENCE DATA**

**Fax Number:** 2136305788

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:** 213-891-5935

Email: hpanneck@buchalter.com

Correspondent Name: Helen Panneck

Address Line 1:1000 Wilshire Blvd., Ste. 1500Address Line 4:Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	F1481-0030
NAME OF SUBMITTER:	Helen Panneck
SIGNATURE:	/Helen Panneck/
DATE SIGNED:	06/28/2016

TRADEMARK REEL: 005825 FRAME: 0163

# **Total Attachments: 5**

source=Fully Executed YSN Intellectual Property Security Agreement#page1.tif source=Fully Executed YSN Intellectual Property Security Agreement#page2.tif source=Fully Executed YSN Intellectual Property Security Agreement#page3.tif source=Fully Executed YSN Intellectual Property Security Agreement#page4.tif source=Fully Executed YSN Intellectual Property Security Agreement#page5.tif

TRADEMARK REEL: 005825 FRAME: 0164

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 77, 2016, (the "Agreement") between FEDERAL NATIONAL PAYABLES INC. d/b/a FEDERAL NATIONAL COMMERCIAL CREDIT ("Lender") and YSN IMPORTS, INC., a Nevada corporation, ("Grantor") is made with reference to the Revolving Credit and Security Agreement, dated as of May 4, 2016 (as amended from time to time, the "Revolving Credit Agreement"), between Lender and Grantor. Terms defined in the Revolving Credit Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the payments and performance of the Obligations under the Revolving Credit Agreement, Grantor unconditionally grants to Lender a continuing security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "<u>Trademarks</u>"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) trade secrets, and any and all intellectual property rights in computer software and computer software products;
  - (e) design rights;
- (f) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
  - (h) amendments, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and
- (i) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Revolving Credit Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Revolving Credit Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

Grantor shall give Lender not less than five (5) business days' prior written notice before filing any additional application for registration of any Trademark, Patent, or Copyright, and prompt notice in writing of any additional Trademark, Patent, or Copyright registrations, as applicable, granted therefor after the date hereof. Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending the Exhibits to include any future United States registered Copyrights, Trademarks, Patents, or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend the Exhibits shall

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in any way invalidate, limit or otherwise adversely affect Lender's continuing security interest in all Intellectual Property Collateral, whether or not listed in the Exhibits.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Intellectual Property Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:** 

YSN IMPORTS, INC.

Name: Samuel Newman

Title: President

Address for Notices:

Attn: Samuel Newman, President

YSN Imports, Inc.

14111 S. Kingsley Drive Gardena, CA 90249 LENDER:

FEDERAL NATIONAL PAYABLES, INC.

Name: William Siebold Title: Chief Credit Officer

Address for Notices:

Attn: William Seibold, Chief Credit Officer

Federal National Payables, Inc.

7315 Wisconsin Avenue, Suite 600W

Bethesda, MD 20814

# EXHIBIT A

# COPYRIGHTS

# Please Check if No Copyrights Exist ☑

Type of Work:	Title:	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Preregistered?

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# **EXHIBIT B**

# TRADEMARKS

# Please Check if No Trademarks Exist $\Box$

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	Filing Date:
FLAME KING	78977633	3188283	03/02/2004
FLAME KING	78969901	3265015	09/08/2006
	77573841	3822564	09/18/2008
GUERRILLA AIR	77573834	3822563	09/18/2008
GUERRILLA AIR	77573815	3822562	09/18/2008
МҮТН	77345851	3471578	12/06/2007

## **EXHIBIT C**

# **PATENTS**

#### Please Check if No Patents Exist

Title:	Patent Number:	Application Serial Number:	Issued or Published?	Issue Date:
Pressure regulator with slide-mount lobes	9062780	13/440,905	Issued	06/23/2015
Gas pressure regulator with insitu rotatably adjustable adaptor sleeve	8991378	13/904,921	Issued	03/31/2015
Annular bourdon tube gauge assembly	8424389	12/849,687	Issued	04/23/2013
Compressed air regulator apparatus situated in canister and method for regulating compressed air thereof	8171950	12/115,481	Issued	05/08/2012
BBQ grill brush	D641,555	D/388,592	Issued	07/19/2011
Compressed air regulator apparatus situated in canister and method for regulating compressed air thereof	7748407	12/022,996	Issued	07/06/2010

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**RECORDED: 06/28/2016**