

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North Atlantic Imports, LLC		09/08/2018	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Derrick Lee Longson		
Street Address:	189 N. Red Slide Circle		
City:	Wellsville		
State/Country:	UTAH		
Postal Code:	84339		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87754204	BLACKSTONE	
Registration Number:	5449609		
Registration Number:	5449608	BLACKSTONE	
Serial Number:	87361206	FORNOTECA	
Registration Number:	5392289	BLACKSTONE	
Registration Number:	4960620	RINGTONS	
Registration Number:	3625306	BLACKSTONE	
CORRESPONDENCE DATA			
Fax Number:	8015366111		
<i>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.</i>			
Phone:	8015624900		
Email:	trademarks@parsonsbehle.com		
Correspondent Name:	Shane L. Hanna		
Address Line 1:	201 South Main Street, Suite 1800		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Shane L. Hanna		
SIGNATURE:	/Shane L. Hanna/		
DATE SIGNED:	09/10/2018		

OP \$190.00 87754204

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of September 8, 2018 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Agreement"), is made by North Atlantic Imports, LLC, a Utah limited liability company ("Grantor"), in favor of Derrick Lee Longson, an individual, or his heirs or assigns ("Secured Party").

A. Grantor has executed and delivered to Secured Party that certain Secured Promissory Note dated as of the date hereof (the "Note") and the Settlement Agreement dated as of the date hereof among NAI, Longson and the other parties thereto (the "Settlement Agreement").

B. To secure the obligations of Grantor to Secured Party under the Note and the Settlement Agreement, Grantor and Secured Party have entered into that certain Security Agreement dated as of the date hereof (the "Security Agreement"). Capitalized terms used herein but not defined shall have the meanings set forth in the Security Agreement or Note, as applicable.

C. Under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in the Collateral, including the Intellectual Property of Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks");

(c) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and

claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Grantor with respect to the IP Collateral are as provided by the Note, the Settlement Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. All rights under this IP Security Agreement shall be exercised, if at all, in accordance with Section 12 of the Security Agreement.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.


5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[Signature Page Follows]

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

NORTH ATLANTIC IMPORTS, LLC,
as Grantor

By: 
Name: ROGER DAHLE
Title: CEO
Address for Notices: 513 WEST 2500 NORTH
LOGAN, VT 84341
Attn: ROGER DAHLE
Telephone: 435-252-3030
E-mail: ROGER@BLACKSTONEPRODUCTS.COM

DERRICK LONGSON, as Secured Party

Derrick Longson
Address for Notices: _____

Telephone: _____
E-mail: _____


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

NORTH ATLANTIC IMPORTS, LLC,
as Grantor

By: _____
Name: _____
Title: _____
Address for Notices: _____

Attn: _____
Telephone: _____
E-mail: _____

DERRICK LONGSON, as Secured Party







Derrick Longson
Address for Notices: 189 N REDSLIDE Circle
Wellsville UT 84339
Telephone: 801-301-7157
E-mail: DERRICK LONGSON@MAC.COM

**SCHEDULE 1
PATENTS**

Patent No.	Patent App. No.	Title	Country
D638,654	29/367,061	PORTABLE COOKING STOVE	US
8,820,310	12/861,588	PORTABLE COOKING STOVE	US
9,915,432	14/458,875	PORTABLE COOKING STOVE	US
D694,056	29/415,849	MULTIPURPOSE COOKING GRIDDLE	US
7,686,010	12/044,066	HIGH TEMPERATURE BAKE OVEN	US
8,578,927	12/712,575	HIGH TEMPERATURE BAKE OVEN AND METHOD	US
CA2,639,471	CA 2,639,471	HIGH TEMPER BAKE OVEN	Canada
	15/582,675	GRIDDLE DEVICE, SYSTEM, AND METHOD	US
	15/582,682	SYSTEM, DEVICE AND METHOD FOR CONTROLLING CONVECTIVE HEATING OF GRIDDLE	US
	15/885,313	GAS HEATED COOKING DEVICE, SYSTEM, AND ACCESSORY THEREOF	US
	62/650,586	PORTABLE OUTDOOR COOKING DEVICE, SYSTEM, AND ACCESSORY THEREOF	US
	15/971,976	COOKING STATION AND SYSTEM WITH REMOVABLE INSERT HAVING MULTIPLE COOKING MODES	US
	62/578,278	GRIDDLE COOKING STATION AND METHOD THEREOF	US

Patent No.	Patent App. No.	Title	Country
	62/648,442	OUTDOOR COOKING STATION, SIDE SHELF, AND METHOD THEREOF	US
	62/669,500	OUTDOOR COOKING STATION WITH WARMING CHAMBER AND METHOD THEREOF	US
	62/678,436	OUTDOOR COOKING STATION WITH MULTIPLE INDEPENDENT COOKING MODES AND METHOD THEREOF	US
	62/703,353	OUTDOOR COOKING STATION WITH SAFETY CAGE FOR HEATING COOKING FLUID AND METHOD THEREOF	US
9,182,129	14/184,716	SYSTEM, DEVICE, AND METHOD FOR BAKING A FOOD PRODUCT	US
9,848,731	14/877,899	SYSTEM, DEVICE, AND METHOD FOR BAKING A FOOD PRODUCT	US
	15/853,776	SYSTEM, DEVICE, AND METHOD FOR BAKING A FOOD PRODUCT	US

**SCHEDULE 2
TRADEMARKS**

North Atlantic Imports, LLC - Trademarks				
Serial Number	Reg. Number	Word Mark	Design	Live/Dead
87754204		BLACKSTONE		LIVE – Pending, current office action
87327831	5449609			LIVE - Registered
87327816	5449608	BLACKSTONE		LIVE - Registered
87361206		FORNOTECA		LIVE – Pending, application allowed
87327837				LIVE – Pending, application allowed
86793533	5392289	BLACKSTONE		LIVE - Registered
86062677	4960620	RINGTONS		LIVE - Registered
77337076	3625306	BLACKSTONE		LIVE - Registered