

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:			
<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:	9735035900		
Email:	NJPatentGroup@KelleyDrye.com		
Correspondent Name:	Kelley Drye & Warren LLP		
Address Line 1:	One Jefferson Road		
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			

OP \$140.00 4245673

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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. Grant of Security. 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 Schedule A hereto;
- (ii) the Trademark and service mark registrations and applications set forth in Schedule B 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 Schedule C 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. Security for Obligations. 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. Recordation. 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. Execution in Counterparts. 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. Grants, Rights and Remedies. 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.

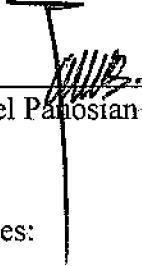
(iii) WAIVER OF JURY TRIAL, ETC. EACH GRANTOR IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT 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

By  _____
Name: Michael Panosian
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.

By _____
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.



ToughBuilt Industries, Inc.	China	Saw Horse C650	201530446427.X	3666775		11/10/2015	11/10/2015	NONE.
ToughBuilt Industries, Inc.	China	Saw Horse C700	201530446346.X	3666787		11/10/2015	11/10/2015	NONE.
ToughBuilt Industries, Inc.	China	Mobile Phone	2017070401166700	201730288133.8		7/4/2017	7/4/2017	NONE.
ToughBuilt Industries, Inc.	China	Mobile Phone	2017070401196830	201730288183.6		7/4/2017	7/4/2017	NONE.
ToughBuilt Industries, Inc.	Europe	Mobile Phone	004087740	004087740-0001		7/4/2017		NONE.
ToughBuilt Industries, Inc.	Europe	Mobile Phone	004087740	004087740-0002		7/4/2017		NONE.
ToughBuilt Industries, Inc.	Europe		004087740	004087740-0003		7/4/2017		NONE.
ToughBuilt Industries, Inc.	Europe		004087740	004087740-0004		7/4/2017		NONE.
ToughBuilt Industries, Inc.	Europe		004087740	004087740-0005		7/4/2017		NONE.
ToughBuilt Industries, Inc.	New Zealand	Mobile Phone		423229		1/4/2017		NONE.
ToughBuilt Industries, Inc.	New Zealand	Mobile Phone		423230		1/4/2017		NONE.
ToughBuilt Industries, Inc.	USA	Mobile Phone	15861467	10334092 B2		1/3/2018	6/25/2019	NONE.
ToughBuilt Industries, Inc.	USA	Mobile Phone	16452235			6/25/2019		NONE.
ToughBuilt Industries, Inc.	USA	Mobile Phone	16506750			7/9/2019		NONE.
ToughBuilt Industries, Inc.	USA	Mobile Phone	29601801	N/A		4/26/2017	N/A	NONE.
ToughBuilt Industries, Inc.	USA	Utility Belt System	10835658	7699197		4/30/2004	4/20/2010	NONE.
ToughBuilt Industries, Inc.	USA	Retainer for Detachably Attaching an Accessory to a Utility Belt	10838601	7686196		5/4/2004	3/30/2010	NONE.
ToughBuilt Industries, Inc.	USA	Mobile Phone	D601793	D841635		4/26/2017	2/26/2019	NONE.
ToughBuilt Industries, Inc.	USA	Mobile Phone	D601796	D840961		4/26/2017	2/19/2019	NONE.
ToughBuilt Industries, Inc.	USA	Tape Measure	29691692 (Design)			5/17/2019		NONE.
ToughBuilt Industries, Inc.	USA	Tape Measure	29691694 (Design)			5/17/2019		NONE.
ToughBuilt Industries, Inc.	USA	Tape Measure	29691695 (Design)			5/17/2019		NONE.
ToughBuilt Industries, Inc.	USA	Pliers	29692055 (Design)			5/20/2019		NONE.
ToughBuilt Industries, Inc.	USA	Pliers	29692061 (Design)			5/20/2019		NONE.
ToughBuilt Industries, Inc.	USA	Pliers	29692067 (Design)			5/20/2019		NONE.
ToughBuilt Industries, Inc.	USA	Pliers	29692075 (Design)			5/20/2019		NONE.









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

Schedule B
Trademarks

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

ToughBuilt Industries, Inc.	China	TOUGHBUILT	15425448	9/26/2014		11/14/2015	NONE.
ToughBuilt Industries, Inc.	Europe	TOUGHBUILT	013361118	10/15/2014		5/28/2015	NONE.
ToughBuilt Industries, Inc.	Europe	TOUGHBUILT	013361118	10/15/2014		5/28/2015	NONE.
ToughBuilt Industries, Inc.	Europe	TOUGHBUILT	013361118	10/15/2014		5/28/2015	NONE.
ToughBuilt Industries, Inc.	Europe	TOUGHBUILT	016725921	5/16/2017		9/15/2017	NONE.
ToughBuilt Industries, Inc.	Korea	TOUGHBUILT (English)	4020170145032	11/15/2017	7/30/2018	1/17/2019	NONE.
ToughBuilt Industries, Inc.	Korea	TOUGHBUILT (Korean)	4020170145027	11/15/2017	7/30/2018	1/17/2019	NONE.
ToughBuilt Industries, Inc.	Korea	TOUGHBUILT (Logo Graphic)	4020170145034	11/15/2017	7/30/2018	1/17/2019	NONE.
ToughBuilt Industries, Inc.	USA	CLIPTECH	4245673	4/11/2012	9/4/2012	11/20/2012	NONE.
ToughBuilt Industries, Inc.	USA	CLIPTECH	4245673	4/11/2012	9/4/2012	11/20/2012	NONE.
ToughBuilt Industries, Inc.	USA	CLIPTECH	4245673	4/11/2012	9/4/2012	11/20/2012	NONE.
ToughBuilt Industries, Inc.	USA	FEARLESS	4245674	4/11/2012	9/4/2012	11/20/2012	NONE.
ToughBuilt Industries, Inc.	USA	TOUGHBUILT	4245675	4/11/2012	9/4/2012	11/20/2012	NONE.
ToughBuilt Industries, Inc.	USA	TOUGHBUILT	4245675	4/11/2012	9/4/2012	11/20/2012	NONE.
ToughBuilt Industries, Inc.	USA	TOUGHBUILT	4245675	4/11/2012	9/4/2012	11/20/2012	NONE.
ToughBuilt Industries, Inc.	USA	TOUGHBUILT	4245675	4/11/2012	9/4/2012	11/20/2012	NONE.
ToughBuilt Industries, Inc.	USA	TOUGHBUILT	5394328	1/5/2017	11/21/2017	2/6/2018	NONE.
ToughBuilt Industries, Inc.	USA	TOUGHBUILT	5505964	2/16/2017	4/17/2018	7/3/2018	NONE.
ToughBuilt Industries, Inc.	USA	TOUGHBUILT	N/A	9/21/2016	2/7/2017	N/A	NONE.
ToughBuilt Industries, Inc.	USA	TOUGHBUILT	N/A	9/21/2016	4/18/2017	N/A	NONE.
ToughBuilt Industries, Inc.	USA	TOUGHBUILT	N/A	9/21/2016	4/18/2017	N/A	NONE.
ToughBuilt Industries, Inc.	USA	TOUGHBUILT	N/A	9/21/2016	4/18/2017	N/A	NONE.
ToughBuilt Industries, Inc.	USA	TOUGHBUILT	N/A	9/21/2016	6/6/2017	N/A	NONE.
ToughBuilt Industries, Inc.	Brazil	TOUGHBUILT		6/24/2019			NONE.
ToughBuilt Industries, Inc.	Brazil	TOUGHBUILT		6/24/2019			NONE.
ToughBuilt Industries, Inc.	Brazil	TOUGHBUILT		6/24/2019			NONE.
ToughBuilt Industries, Inc.	Brazil	TOUGHBUILT		6/24/2019			NONE.

ToughBuilt Industries, Inc.	Brazil	TOUGHBUILT		6/24/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Mexico	TOUGHBUILT		5/23/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Mexico	TOUGHBUILT		5/22/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Mexico	TOUGHBUILT		5/22/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Mexico	TOUGHBUILT		5/22/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Mexico	TOUGHBUILT		5/22/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Argentina	TOUGHBUILT		5/24/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Argentina	TOUGHBUILT		5/24/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Argentina	TOUGHBUILT		5/24/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Argentina	TOUGHBUILT		5/24/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Argentina	TOUGHBUILT		5/24/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Chile	TOUGHBUILT		5/20/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Chile	TOUGHBUILT		5/20/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Chile	TOUGHBUILT		5/20/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Chile	TOUGHBUILT		5/20/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Uruguay	TOUGHBUILT		6/3/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Uruguay	TOUGHBUILT		6/3/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Uruguay	TOUGHBUILT		6/3/2019			NONE. NONE.
ToughBuilt Industries, Inc.	Uruguay	TOUGHBUILT		6/3/2019			NONE. NONE.
ToughBuilt Industries, Inc.	China	TOUGHBUILT MARK	31492162	6/8/2018		5/28/2019	NONE. NONE.
ToughBuilt Industries, Inc.	China	 TOUGHBUILT MARK	31498082	6/8/2018		4/7/2019	NONE. NONE.
ToughBuilt Industries, Inc.		 TOUGHBUILT					

ToughBuilt Industries, Inc.	China	 TOUGHBUILT MARK	31501031	6/8/2018		4/7/2019	NONE.
ToughBuilt Industries, Inc.	China	 TOUGHBUILT MARK	31485671	6/8/2018		5/21/2019	NONE.
ToughBuilt Industries, Inc.	China	 TOUGHBUILT MARK	31488414	6/8/2018		3/14/2019	NONE.
ToughBuilt Industries, Inc.	China	 TOUGHBUILT MARK	31507624	6/8/2018		4/7/2019	NONE.
ToughBuilt Industries, Inc.	China	 TOUGHBUILT MARK	31492677	6/8/2018		3/21/2019	NONE.
ToughBuilt Industries, Inc.	China	 TOUGHBUILT MARK	31507718	6/8/2018		4/7/2019	NONE.
ToughBuilt Industries, Inc.	China	 TOUGHBUILT MARK	31501857	6/8/2018		4/7/2019	NONE.
ToughBuilt Industries, Inc.	Russia	 TOUGHBUILT		6/7/2019			NONE.
ToughBuilt Industries, Inc.	Russia	TOUGHBUILT		6/7/2019			NONE.
ToughBuilt Industries, Inc.	Russia	TOUGHBUILT		6/7/2019			NONE.
ToughBuilt Industries, Inc.	Russia	TOUGHBUILT		6/7/2019			NONE.
ToughBuilt Industries, Inc.	Russia	TOUGHBUILT		6/7/2019			NONE.
ToughBuilt Industries, Inc.	Russia	TOUGHBUILT		6/7/2019			NONE.
ToughBuilt Industries, Inc.	Kazakstan	TOUGHBUILT		6/7/2019			NONE.
ToughBuilt Industries, Inc.	Kazakstan	TOUGHBUILT		6/7/2019			NONE.
ToughBuilt Industries, Inc.	Kazakstan	TOUGHBUILT		6/7/2019			NONE.

ToughBuilt Industries, Inc.	Kazakstan	TOUGHBUILT			6/7/2019			NONE.
ToughBuilt Industries, Inc.	Kazakstan	TOUGHBUILT			6/7/2019			NONE.
ToughBuilt Industries, Inc.	Belarus	TOUGHBUILT			7/2/2019			NONE.
ToughBuilt Industries, Inc.	Belarus	TOUGHBUILT			7/2/2019			NONE.
ToughBuilt Industries, Inc.	Belarus	TOUGHBUILT			7/2/2019			NONE.
ToughBuilt Industries, Inc.	Belarus	TOUGHBUILT			7/2/2019			NONE.
ToughBuilt Industries, Inc.	Japan	TOUGHBUILT			6/12/2019			NONE.
ToughBuilt Industries, Inc.	Japan	TOUGHBUILT			6/12/2019			NONE.
ToughBuilt Industries, Inc.	Japan	TOUGHBUILT			6/12/2019			NONE.
ToughBuilt Industries, Inc.	Japan	TOUGHBUILT			6/12/2019			NONE.
ToughBuilt Industries, Inc.	Japan	TOUGHBUILT			6/12/2019			NONE.
ToughBuilt Industries, Inc.	Australia	TOUGHBUILT			6/19/2019			NONE.
ToughBuilt Industries, Inc.	Canada	TOUGHBUILT			6/19/2019			NONE.
ToughBuilt Industries, Inc.	Canada	TOUGHBUILT			6/19/2019			NONE.
ToughBuilt Industries, Inc.	Europe	TOUGHBUILT			6/19/2019			NONE.
ToughBuilt Industries, Inc.	New Zealand	TOUGHBUILT			6/19/2019			NONE.
ToughBuilt Industries, Inc.	New Zealand	TOUGHBUILT			6/19/2019			NONE.
ToughBuilt Industries, Inc.	New Zealand	TOUGHBUILT			6/19/2019			NONE.
ToughBuilt Industries, Inc.	New Zealand	TOUGHBUILT			6/19/2019			NONE.
ToughBuilt Industries, Inc.	New Zealand	TOUGHBUILT			6/19/2019			NONE.
ToughBuilt Industries, Inc.	Korea	TOUGHBUILT			6/10/2019			NONE.
ToughBuilt Industries, Inc.	Korea	TOUGHBUILT			6/10/2019			NONE.
ToughBuilt Industries, Inc.	Korea	TOUGHBUILT			6/10/2019			NONE.
ToughBuilt Industries, Inc.	Korea	TOUGHBUILT			6/10/2019			NONE.

ToughBuilt Industries, Inc.	Korea	TOUGHBUILT			6/10/2019			NONE.
ToughBuilt Industries, Inc.	Korea	TOUGHBUILT			6/10/2019			NONE.
ToughBuilt Industries, Inc.	USA	TOUGHBUILT			6/17/2019			NONE.
ToughBuilt Industries, Inc.	USA	TOUGHBUILT			6/17/2019			NONE.
ToughBuilt Industries, Inc.	Colombia	TOUGHBUILT			7/12/2019			NONE.
ToughBuilt Industries, Inc.	Colombia	TOUGHBUILT			7/12/2019			NONE.
ToughBuilt Industries, Inc.	Colombia	TOUGHBUILT			7/12/2019			NONE.
ToughBuilt Industries, Inc.	Colombia	TOUGHBUILT			7/12/2019			NONE.
ToughBuilt Industries, Inc.	Peru	TOUGHBUILT			7/11/2019			NONE.
ToughBuilt Industries, Inc.	Peru	TOUGHBUILT			7/11/2019			NONE.
ToughBuilt Industries, Inc.	Peru	TOUGHBUILT			7/11/2019			NONE.
ToughBuilt Industries, Inc.	Peru	TOUGHBUILT			7/11/2019			NONE.
ToughBuilt Industries, Inc.	Peru	TOUGHBUILT			7/11/2019			NONE.
ToughBuilt Industries, Inc.	Peru	TOUGHBUILT			7/11/2019			NONE.
ToughBuilt Industries, Inc.	Ecuador	TOUGHBUILT			7/12/2019			NONE.
ToughBuilt Industries, Inc.	Ecuador	TOUGHBUILT			7/12/2019			NONE.
ToughBuilt Industries, Inc.	Ecuador	TOUGHBUILT			7/12/2019			NONE.
ToughBuilt Industries, Inc.	Ecuador	TOUGHBUILT			7/12/2019			NONE.
ToughBuilt Industries, Inc.	Panama	TOUGHBUILT			7/8/2019			NONE.
ToughBuilt Industries, Inc.	Panama	TOUGHBUILT			7/8/2019			NONE.
ToughBuilt Industries, Inc.	Panama	TOUGHBUILT			7/8/2019			NONE.
ToughBuilt Industries, Inc.	Panama	TOUGHBUILT			7/8/2019			NONE.
ToughBuilt Industries, Inc.	Panama	TOUGHBUILT			7/8/2019			NONE.
ToughBuilt Industries, Inc.	Canada	TOUGHBUILT			7/26/2019			NONE.
ToughBuilt Industries, Inc.	Europe	TOUGHBUILT			7/25/2019			NONE.

Schedule C

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None.