

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UPPER ECHELON PRODUCTS LLC		07/29/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	135 N Los Robles Avenue: Suite 100		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	State-Chartered Federal Reserve Member Bank: CALIFORNIA: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5850952	TRITON	
Registration Number:	5710630	LUMILUX TOILET LIGHT	
Registration Number:	5306637	RAIN-MATE	
Registration Number:	5846140	UPPER ECHELON	
Registration Number:	5857918	UPPER ECHELON PRODUCTS	
Registration Number:	5306615	FLUX PHENOM	
Registration Number:	5328381	CAFE DU CHATEAU	
Registration Number:	5456663	EVERLASTING COMFORT	
Registration Number:	5166213	REPEL	
Registration Number:	5450047	REPEL UMBRELLA	
Registration Number:	5311205	LE CHATEAU	
Serial Number:	87393984	LUMILUX	
CORRESPONDENCE DATA			
Fax Number:	8176849000		
<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:	8172674529		
Email:	jdressman@benenatilaw.com		

OP \$315.00 5850952

Correspondent Name: Joseph E. Dressman
Address Line 1: 2816 Bedford Road
Address Line 4: Bedford, TEXAS 76021

NAME OF SUBMITTER: Joseph E. Dressman

SIGNATURE: /jed/

DATE SIGNED: 08/03/2020

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "*Agreement*"), dated effective as of July 29, 2020, is made by UPPER ECHELON PRODUCTS LLC, a Texas limited liability company (the "*Grantor*") in favor of EAST WEST BANK, a California banking corporation (the "*Lender*").

WHEREAS, this Agreement is a supplement to those certain loan agreements, security agreements and related instruments by and between Grantor and Lender of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Documents*"); and

WHEREAS, pursuant to the Loan Documents the Grantor granted the Lender a first-priority security interest in, among other assets and property as collateral, all Grantor's personal property and general intangibles, whether patents, trademarks, goodwill or otherwise; and

WHEREAS, Grantor possesses all trademark rights, all trade name rights and all other collateral in marketable title free and clear of any liens or adverse claims other than Lender's security interest or as set forth in the Loan Documents; and

WHEREAS, this Agreement is executed for the purpose of filing a short-form security agreement in the United States Patent and Trademark Office (the "*USPTO*") for public notice of Grantor's pledge of its property as security for the payment of its indebtedness under the Loan Documents.

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

1. Grant of Security Interest. Grantor hereby grants to the Lender a lien and security interest in all of Grantor's right, title and interest in and to the Trademark Collateral defined in paragraph 2 below, but not the Excluded Trademark Collateral, to secure the payment of the Indebtedness under the Loan Documents.

2. Trademark Collateral. The property which is subject to the security interest granted by this Agreement includes all Grantor's pending and registered trademarks or application for registration of trademarks and service marks, unregistered trademarks, service marks, dress, logos, fictitious business names, business identifiers and indicia of origin, wherever located, including, without limitation, each set forth in Exhibit A attached hereto and incorporated herein, and all right to sue for past, present and future infringement of and all goodwill of the Grantor's business associated with any of the foregoing, and all extant license and distribution agreements contributing to the continuance of the goodwill in the same or otherwise relating thereto (collectively, the "*Trademark Collateral*"); provided, however, that no intent-to-use application shall constitute Trademark Collateral unless and until acceptable evidence of use of such marks has been filed with and accepted by the USPTO if granting a lien on the same prior to such filing and acceptance would negatively affect the enforceability and validity of the underlying rights in those intent-to-use applications (the "*Excluded Trademark Collateral*").

3. Abstract Representations and Warranties.

(a) Grantor does hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the Lender's security interest are more fully set forth in the Loan Documents, the terms of which expressly include the following:

(i) that no dispute, right of setoff, or defense exists with respect to all or any part of Grantor's property;

(ii) that Grantor possesses all trademark rights and all trade name rights with which it conducts its business in marketable title free of any adverse claims or liens, except for Lender's security interest or as set forth in the Loan Documents;

(iii) that Grantor will not sell, assign or transfer rights in any collateral or deliver possession of any certificate, instrument or documents representing the same to any party other than Lender;

(iv) that Grantor shall defend against all claims and demands against the title of, pay all taxes, assessments and fees related to and maintain and preserve all rights and privileges in any collateral; and,

(v) that neither Grantor's intended use of any collateral nor the grant of Lender's security interest nor Lender's exercise of any remedies arising therefrom will conflict with any law, order, agreement or license affecting the collateral or to which Grantor is bound.

(b) This Agreement does not alter Grantor's duty to file a declaration of use and application for renewal and actively monitor and police the quality of all goods and services sold under its trademarks. Consequently, Grantor further certifies that Grantor:

(i) will, and will use commercially reasonable efforts to cause any of its licensees to, for each Trademark Collateral material to the conduct of its business, maintain the same in full force free of any valid claim of abandonment or invalidity for non-use and display such trademark with notice of registration to the extent necessary and sufficient to establish and preserve its maximum rights under all applicable trademark laws;

(ii) will promptly notify Lender in the event that it has reason to believe that any Trademark Collateral has been or is about to be infringed, misappropriated or diluted by a third party and take all commercially reasonable actions to sue and/or recover any and all damages for the same;

(iii) will notify the Lender promptly if it knows or has reason to know that any Trademark Collateral may become abandoned, lost or dedicated to the public, or of any materially adverse determination or development with the USPTO or other similar office regarding Grantor's ownership or rights in the same; and,

(iv) will not, either itself or through any of its related Persons, file an

application for any trademark with the USPTO or similar office, unless it promptly informs the Lender, and, upon request of the Lender thereafter, executes and delivers any and all agreements, instruments, documents and papers as the Lender may reasonable request to evidence the Lender's security interest in the same.

(c) All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Documents are restated and incorporated herein.

4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Loan Documents for recording with the USPTO and Grantor authorizes and requests the same. In the event that any provision of this Agreement is deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall control unless the Lender shall otherwise determine.


5. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

6. Counterparts. This Agreement may be executed in any number of counterparts (including by means of facsimile or PDF/email), each of which shall be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above and delivered for filing as of the date below:

GRANTOR:

UPPER ECHELON PRODUCTS LLC

By: 
Name: Joseph Faber
Title: Partner
Date: 7/29/20

LENDER:

EAST WEST BANK


By: 
Name: Jeff Matthews
Title: Managing Director
Date: 7/29/20

EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS, SERIAL NUMBERS, AND STATUS

CAFE DU CHATEAU	Trademark Reg. No.	5,328,381	LIVE
	US Serial No.	87/390,716	
EVERLASTING COMFORT	Trademark Reg. No.	5,456,663	LIVE
	US Serial No.	87/383,212	
FLUX PHENOM	Trademark Reg. No.	5,306,615	LIVE
	US Serial No.	87/390,707	
LE CHATEAU	Trademark Reg. No.	5,311,205	LIVE
	US Serial No.	87/390,712	
LUMILUX	Trademark Reg. No.		DEAD
	US Serial No.	87/393,984	
LUMILUX TOILET LIGHT	Trademark Reg. No.	5,710,630	LIVE
	US Serial No.	87/556,858	
RAIN-MATE	Trademark Reg. No.	5,306,637	LIVE
	US Serial No.	87/393,980	
REPEL	Trademark Reg. No.	5,166,213	LIVE
	US Serial No.	87/140,563	
REPEL UMBRELLA	Trademark Reg. No.	5,450,047	LIVE
	US Serial No.	87/475,597	
TRITON	Trademark Reg. No.	5,850,952	LIVE
	US Serial No.	88/320,658	
UPPER ECHELON	Trademark Reg. No.	5,846,140	LIVE
	US Serial No.	87/659,669	
UPPER ECHELON PRODUCTS	Trademark Reg. No.	5,857,918	LIVE
	US Serial No.	87/450,245	