

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597513

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|------------------------------------|
| B'laster LLC | | 08/04/2020 | Limited Liability Company: OHIO |
| AC Avalanche LLC | | 08/04/2020 | Limited Liability Company: OHIO |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | JPMorgan Chase Bank, N.A. |
| Street Address: | 1300 EAST NINTH STREET |
| Internal Address: | FLOOR 13 |
| City: | CLEVELAND |
| State/Country: | OHIO |
| Postal Code: | 44114 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 28

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4991952 | B'LASTER |
| Registration Number: | 2441750 | B'LASTER |
| Registration Number: | 5237503 | B'LASTER U |
| Registration Number: | 5237504 | B'LASTER UNIVERSITY |
| Registration Number: | 5089474 | CAREER EDUCATION. CERTIFIED PASSION. |
| Registration Number: | 5101089 | DON'T BUST YOUR KNUCKLES, BUST YOUR NUTS |
| Registration Number: | 4707650 | FABULOUS B'LASTER |
| Registration Number: | 4695584 | FIX IT RIGHT |
| Registration Number: | 3961004 | PB-50 |
| Registration Number: | 4944404 | THE ORIGINAL NUT & BOLT BUSTER |
| Registration Number: | 5387210 | WORK IT LIKE A PRO |
| Registration Number: | 5210361 | RUST BELT WARRIORS |
| Registration Number: | 4823588 | AVALANCHE |
| Registration Number: | 5065364 | BLACK DIAMOND AVALANCHE |
| Registration Number: | 5631460 | DURASEAL |
| Registration Number: | 5771720 | OLDER VEHICLES |

OP \$715.00 4991952

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------|
| Registration Number: | 4952107 | SMART CLIP TECHNOLOGY |
| Registration Number: | 5019191 | TRIPLE SEAL |
| Registration Number: | 6086954 | SMART CLIP |
| Registration Number: | 6102685 | #1 SUPER CHILL FORMULA |
| Serial Number: | 86773571 | CHAMPIONS OF THE RUST BELT |
| Serial Number: | 88443312 | CONTROL FLOW TECHNOLOGY |
| Serial Number: | 88443276 | PRO-STRAW |
| Serial Number: | 88678826 | SURFACE SHIELD |
| Serial Number: | 88723406 | AVALANCHE GOLD |
| Serial Number: | 88845558 | MECHANICS CHOICE |
| Serial Number: | 88723428 | SMART CHIP |
| Serial Number: | 88723447 | SMART CHIP PRO |

CORRESPONDENCE DATA

Fax Number: 2162410816
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: 216-622-8200
Email: rfalk@calfee.com,ccostanza@calfee.com,ipdocket@calfee.com
Correspondent Name: Calfee, Halter & Griswold LLP
Address Line 1: 1405 East Sixth Street
Address Line 2: The Calfee Building
Address Line 4: Cleveland, OHIO 44114-1607

| | |
|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 39742.04000 |
| NAME OF SUBMITTER: | Ryan W. Falk |
| SIGNATURE: | /Ryan W. Falk/ |
| DATE SIGNED: | 09/14/2020 |

Total Attachments: 7
source=Chase_B_laster_--_Patent_and_Trademark_Security_Agreement_-_Executed_v_1__4813-2247-3926_#page1.t
source=Chase_B_laster_--_Patent_and_Trademark_Security_Agreement_-_Executed_v_1__4813-2247-3926_#page2.t
source=Chase_B_laster_--_Patent_and_Trademark_Security_Agreement_-_Executed_v_1__4813-2247-3926_#page3.t
source=Chase_B_laster_--_Patent_and_Trademark_Security_Agreement_-_Executed_v_1__4813-2247-3926_#page4.t
source=Chase_B_laster_--_Patent_and_Trademark_Security_Agreement_-_Executed_v_1__4813-2247-3926_#page5.t
source=Chase_B_laster_--_Patent_and_Trademark_Security_Agreement_-_Executed_v_1__4813-2247-3926_#page6.t
source=Chase_B_laster_--_Patent_and_Trademark_Security_Agreement_-_Executed_v_1__4813-2247-3926_#page7.t

PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of August 4, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made between B'laster LLC, an Ohio limited liability company (“**B'laster**”), AC Avalanche LLC, an Ohio limited liability company (“**Avalanche**”, and together with B'laster, the “**Grantors**” and each a “**Grantor**”) and JPMorgan Chase Bank, N.A. (the “**Lender**”).

WHEREAS, the Grantors are parties to that certain Pledge and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) among the Grantors, the other grantors party thereto and the Lender, pursuant to which the Grantors granted a security interest to the Lender in the Patent and Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest

SECTION 2.1 Grant of Security. Each Grantor hereby pledges, collaterally assigns and grants to the Lender a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and regardless of where located (collectively, the “**Patent and Trademark Collateral**”):

(a) (i) any and all patents and patent applications; (ii) all inventions and improvements described and claimed therein including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “Patents”; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all rights corresponding to any of the foregoing throughout the world;

(b) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “Trademarks”; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(c) (i) any and all licensing agreements or similar arrangements in and to its Patents and Trademarks, including, without limitation, each agreement listed or required to be listed in Schedule A attached hereto

under the heading "Patent and Trademark Licenses", (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Patent and Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any agreement, license or covenant to which any Grantor is a party, and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to such Grantor, (ii) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law or (iii) any lease, license or agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other applicable law notwithstanding such prohibition, provided that the Patent and Trademark Collateral shall include and such security interest shall attach immediately at such time as the condition causing such violation, invalidation or right of termination shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, agreement, property subject to a purchase money security interest or similar arrangement that does not result in any of the consequences specified above.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Choice of Law

THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF OHIO.

SECTION 5. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

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

GRANTORS:

B'LASTER LLC

By: 

Name: Randy Pindor

Title: President

AC AVALANCHE LLC

By: 

Name: Randy Pindor

Title: President and Chief Executive Officer

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007050 FRAME: 0962

Accepted and Agreed:
JPMORGAN CHASE BANK, N.A.
as Lender

By: Steven C. Bagnowski
Name: Steven C. Bagnowski
Title: Authorized Officer

[Signature Pages to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007050 FRAME: 0963

**SCHEDULE A
TO PATENT AND TRADEMARK SECURITY AGREEMENT**

PATENTS

REGISTERED PATENTS

| Name of Grantor | Patent Description | Patent Number | Issue Date | Country |
|------------------------|--|----------------------|-------------------|----------------|
| B'laster LLC | Spray can actuator | 10,464,736 | 11/5/2019 | United States |
| AC Avalanche LLC | Pressurized fluid dispensing valve and device | 10,571,042 | 2/25/2020 | United States |
| AC Avalanche LLC | Dispensing canister apparatus with thermochromic clip | 10,173,492 | 1/8/2019 | United States |
| AC Avalanche LLC | Actuator with back pressure valve | 9,915,357 | 3/13/2018 | United States |
| AC Avalanche LLC | Thermochromic Clip for Sensing Temperature of Air Flowing Through a Vent in an Air Conditioning System | 9,933,318 | 4/3/2018 | United States |

PATENT APPLICATIONS

| Name of Grantor | Patent Application | Application Serial Number | Application Filing Date | Country |
|------------------------|--|----------------------------------|--------------------------------|----------------|
| B'laster LLC | unknown | 29/708,310 | 10/4/2019 | United States |
| B'laster LLC | unknown | 16/593,557 | 10/4/2019 | United States |
| B'laster LLC | Spray can actuator | 16/672,675 | 11/4/2019 | United States |
| AC Avalanche LLC | Dispenser Housing | 29/733,001 | 4/29/2020 | United States |
| AC Avalanche LLC | Smart Chip Housing (DIY) | 29/733,002 | 4/29/2020 | United States |
| AC Avalanche LLC | Smart Chip Housing (Pro) | 29/739,078 | (Not provided) | United States |
| AC Avalanche LLC | US Utility Patent App. (in progress) - Dispenser for Pressurized Canister | N/A | (Not yet filed.) | |
| AC Avalanche LLC | US Utility Patent App. (in progress) - Locking Dispenser for Canister (Augie Button) | N/A | (Not yet filed.) | |
| AC Avalanche LLC | Detection that a Refrigerant is at a Fully Charged Level | 16/945,843 | (Not provided) | United States |
| AC Avalanche LLC | Pressure Monitoring Coupler | 16/056,054 | 8/6/2018 | United States |
| AC Avalanche LLC | Actuator with Back Pressure Valve | 62/118,349 | 2/19/2015 | United States |
| AC Avalanche LLC | Detection that a refrigerant is at a fully charged level | 15/332,716 | 10/24/2016 | United States |

TRADEMARKS

REGISTERED TRADEMARKS

| Name of Grantor | Trademark | Registration Date | Registration Number | Country |
|------------------|--|-------------------|---------------------|---------------|
| B'laster LLC | B'LASTER | 7/5/2016 | 4,991,952 | United States |
| B'laster LLC | B'LASTER | 12/21/2017 | TMA987384 | Canada |
| B'laster LLC | B'LASTER | 9/23/2016 | 255492 | Cost Rica |
| B'laster LLC | B'LASTER | 11/18/2015 | 1286167 | WIPO |
| B'laster LLC | B'LASTER | 8/7/2018 | 910469920 | Brazil |
| B'laster LLC | B'LASTER | 4/10/2001 | 2,441,750 | United States |
| B'laster LLC | B'LASTER U | 7/4/2017 | 5,237,503 | United States |
| B'laster LLC | B'LASTER UNIVERSITY | 7/4/2017 | 5,237,504 | United States |
| B'laster LLC | B'LASTER | 3/2/2018 | 470458 | Uruguay |
| B'laster LLC | B'LASTER | 9/23/2016 | 255588 | Costa Rica |
| B'laster LLC | CAREER EDUCATION. CERTIFIED PASSION. | 11/29/2016 | 5,089,474 | United States |
| B'laster LLC | DON'T BUST YOUR KNUCKLES, BUST YOUR NUTS | 12/13/2016 | 5,101,089 | United States |
| B'laster LLC | FABULOUS B'LASTER | 3/24/2015 | 4,707,650 | United States |
| B'laster LLC | FIX IT RIGHT | 3/3/2015 | 4,695,584 | United States |
| B'laster LLC | PB-50 | 5/17/2011 | 3,961,004 | United States |
| B'laster LLC | SURFACE SHIELD | 5/1/2020 | 1533984 | WIPO |
| B'laster LLC | THE ORIGINAL NUT & BOLT BUSTER | 4/26/2016 | 4,944,404 | United States |
| B'laster LLC | WORK IT LIKE A PRO | 1/23/2018 | 5,387,210 | United States |
| B'laster LLC | RUST BELT WARRIORS | 5/23/2017 | 5,210,361 | United States |
| AC Avalanche LLC | AVALANCHE | 9/29/2015 | 4,823,588 | United States |
| AC Avalanche LLC | BLACK DIAMOND AVALANCHE | 10/18/2016 | 5,065,364 | United States |
| AC Avalanche LLC | DURASEAL | 12/18/2018 | 5,631,460 | United States |
| AC Avalanche LLC | OLDER VEHICLES | 6/4/2019 | 5,771,720 | United States |
| AC Avalanche LLC | SMART CLIP TECHNOLOGY | 5/3/2016 | 4,952,107 | United States |
| AC Avalanche LLC | TRIPLE SEAL | 8/9/2016 | 5,019,191 | United States |
| AC Avalanche LLC | SMART CLIP | 6/23/2020 | 6,086,954 | United States |
| AC Avalanche LLC | #1 SUPER CHILL FORMULA | 7/14/2020 | 6,102,685 | United States |
| AC Avalanche LLC | SMART CLIP | 6/23/2020 | 6,086,954 | United States |

TRADEMARK APPLICATIONS

| Name of Grantor | Trademark Application | Application Filing Date | Application Serial Number | Country |
|------------------|-------------------------------|-------------------------|--|---------------|
| B'laster LLC | B'LASTER | 12/30/2015 | 910469946 | Brazil |
| B'laster LLC | CHAMPIONS OF THE RUST BELT | 9/30/2015 | 86/773,571 (Abandoned 7/28/2016) | United States |
| B'laster LLC | CONTROL FLOW TECHNOLOGY | 5/23/2019 | 88/443,312 | United States |
| B'laster LLC | PRO/STRAW | 5/23/2019 | 88/443,276 | United States |
| B'laster LLC | SURFACE SHIELD | 11/4/2019 | 88/678,826 | United States |
| B'laster LLC | WORK IT LIKE A PRO | 5/23/2019 | 1,964,553 | Canada |
| AC Avalanche LLC | AVALANCHE GOLD | 12/11/2019 | 88/723,406 | United States |

| | | | | |
|------------------|------------------|------------|------------|---------------|
| AC Avalanche LLC | MECHANICS CHOICE | 3/24/2020 | 88/845,558 | United States |
| AC Avalanche LLC | SMART CHIP | 12/11/2019 | 88/723,428 | United States |
| AC Avalanche LLC | SMART CHIP PRO | 12/11/2019 | 88/723,447 | United States |

TRADE NAMES

None.

PATENT AND TRADEMARK LICENSES

B'laster LLC licenses the following trademarks from The Chemours Company FC, LLC pursuant to that certain Trademark/Copyright License Agreement dated January 1, 2020:

| Registered Owner | Type of Intellectual Property | Description of Patent / Trademark |
|------------------------------|--------------------------------------|--|
| The Chemours Company FC, LLC | Trademark (Licensed) | TEFLON fluoropolymer |
| The Chemours Company FC, LLC | Trademark (Licensed) | TEFLON (diamond logo, in red and blue) |

4832-0875-8986, v. 2