

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4487730

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	NORTH ATLANTIC IMPORTS, LLC	06/08/2017
RECEIVING PARTY DATA		
Name:	SHINING ERA ENTERPRISE LIMITED	
Street Address:	57-61 WO YI HOP ROAD	
Internal Address:	ROOM A, 1/F	
City:	KWAI CHUNG, NEW TERRITORIES	
State/Country:	HONG KONG	
PROPERTY NUMBERS Total: 9		
Property Type	Number	
Patent Number:	D638654	
Patent Number:	8820310	
Patent Number:	D694056	
Patent Number:	7686010	
Patent Number:	8578927	
Application Number:	14458875	
Application Number:	62331666	
Application Number:	62331673	
Application Number:	62452483	
CORRESPONDENCE DATA		
Fax Number:	(435)752-6301	
<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:	435-994-8900	
Email:	stottdl@comcast.net	
Correspondent Name:	DAVID L. STOTT	
Address Line 1:	399 N. MAIN ST.	
Address Line 2:	SUITE 270	
Address Line 4:	LOGAN, UTAH 84332	
ATTORNEY DOCKET NUMBER:	WAN1-001.1	
NAME OF SUBMITTER:	DAVID L. STOTT	

PATENT

SIGNATURE:	/David L. Stott/
DATE SIGNED:	06/30/2017
Total Attachments: 16 source=Patent Security Agr-Signed#page1.tif source=Patent Security Agr-Signed#page2.tif source=Patent Security Agr-Signed#page3.tif source=Patent Security Agr-Signed#page4.tif source=Patent Security Agr-Signed#page5.tif source=Patent Security Agr-Signed#page6.tif source=Patent Security Agr-Signed#page7.tif source=Patent Security Agr-Signed#page8.tif source=Patent Security Agr-Signed#page9.tif source=Patent Security Agr-Signed#page10.tif source=Patent Security Agr-Signed#page11.tif source=Patent Security Agr-Signed#page12.tif source=Patent Security Agr-Signed#page13.tif source=Patent Security Agr-Signed#page14.tif source=Patent Security Agr-Signed#page15.tif source=Patent Security Agr-Signed#page16.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 8, 2017 (the "Agreement"), by and among NORTH ATLANTIC IMPORTS, LLC, a Utah limited liability company (the "Borrower") and SHINING ERA ENTERPRISE LIMITED, a Chinese company, as Lender (hereinafter "Lender") in conjunction with that certain Revolving Credit Note (the "Note") by and among the Borrower the Lenders.

Recitals:

A. It is a condition precedent to the Lender making any loans or otherwise extending credit to the Borrower under the Note that the Borrower execute and deliver to the Lender, for the benefit of the Lender, this Agreement, a Security Agreement and Trademark Security Agreement (collectively the "Security Documents") all of even date herewith.

B. The Borrower has executed and delivered to the Lender, for the benefit of the Lender the Security Documents, dated as of the date hereof, pursuant to which the Borrower has granted to the Lender, for the benefit of the Lender, a security interest in certain of such Borrower's personal property, including, without limitation, the Patents and Patent applications listed on Exhibit A-1 attached hereto, all to secure the payment and performance of the Obligations; and

C. This Agreement is supplemental to the provisions contained in the Security Documents.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto hereby intend to be legally bound and agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Note and the other Security Documents, including this Agreement.

"Patent Collateral": All of Borrower's right, title and interest in and to all of the Patents, the Patent License Rights, and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

"Patent License Rights": Any and all past, present or future rights and interests of the Borrower pursuant to any and all past, present and future licensing agreements in favor of Borrower, or to which Borrower is a party, pertaining to any Patents or Patent Rights, owned or used by third parties in the past, present or future, including the right in the name of Borrower or the Lender to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

"Patent Rights": Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including, but not limited to, the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Borrower or the Lender for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.

"Patents": All patents and patent applications, whether United States or foreign, that are owned by Borrower or in which Borrower has any right, title or interest, now or in the future, including but not limited to:

(a) the patents and patent applications listed on Exhibit A-1 and Exhibit A-2 attached hereto (as the same may be amended pursuant hereto from time to time);

(b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country;

(c) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof;

(d) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and

(e) the right (but not the obligation) to make and prosecute applications for such Patents.

"Proceeds": Collectively, (i) any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the licensed rights, ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, and (ii) "Proceeds" as defined in the Uniform Commercial Code.

"PTO": The United States Patent and Trademark Office and any successor agency.

2. GRANT OF SECURITY INTEREST.

To secure the prompt payment and performance in full in cash of all of the Obligations under the Note and the Security Documents, the Borrower hereby unconditionally and irrevocably grants, assigns, transfers, and conveys to the Lender, for the benefit of the Lender, a valid and continuing security interest in and Lien on all of the Patent Collateral. THE LENDER

ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL AS SECURITY.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Borrower represents, warrants and covenants that:

(a) Exhibit A-1 attached hereto sets forth a true and complete list of all the patents, rights to patents and patent applications now owned by Borrower and Exhibit A-2 attached hereto sets forth a true and complete list of all material patents, rights to patents and patent applications owned by the Borrower;

(b) the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents;

(c) to the best of Borrower's knowledge, each of its issued Patents is valid and enforceable;

(d) except as set forth on Exhibit B attached hereto, to the best of Borrower's knowledge, there is no infringement by others of its issued Patents or Patent Rights;

(e) no claim has been made that the use of any of the Patents does or may violate the rights of any third person, and to the best of Borrower's knowledge, there is no infringement by Borrower of the patent rights of others, except as set forth on Exhibit B attached hereto;

(f) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents (other than ownership and other rights reserved by third parties with respect to Patents that Borrower is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, except as set forth on Exhibit C attached hereto, other than licenses granted in the ordinary course of business, other than the security agreement and collateral assignment created by the Security Agreement and this Agreement and other than Permitted Liens;

(g) Borrower has the unqualified right to enter into this Agreement and perform its terms;

(h) Borrower has entered and will enter into written agreements with each of its present and future employees, independent contractors, Lenders, consultants, licensors and licensees which will enable it to comply with the covenants herein contained;

(i) upon making the filings referred to in clause (i) of this Section 3, this Agreement, together with the Security Agreement, will create in favor of the Lender, for the benefit of the Lender, a valid and perfected security interest in the Patent Collateral (other than Patent Collateral arising under non-U.S. law) prior to all Liens, other than Permitted Liens; and

(j) except for the filing of financing statements with the applicable Secretaries of State under the Uniform Commercial Code and the filing of this Agreement with the PTO or similar office or agency of any foreign country, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by Borrower or the effectiveness of the security interest and collateral assignment granted hereby or for the execution, delivery and performance of this Agreement by Borrower, or (B) for the perfection of or the exercise by the Lender of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Lender's prior written consent and except for licenses of the Patent Collateral in the ordinary course of the Borrower's business consistent with its past practices, Borrower will not (a) mortgage, pledge, assign, encumber, grant a Lien on, transfer, dispose, sell, license or alienate any of the Patent Collateral, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with Borrower's obligations under this Agreement and the Security Documents.

5. AFTER-ACQUIRED PATENTS, ETC.

5.1 After-acquired Patents. If, before the Obligations shall have been finally paid and satisfied in full, Borrower shall obtain any right, title or interest in or to any other or new patents, patent applications or patentable inventions, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent Collateral or any improvement on any of the Patent Collateral, the provisions of this Agreement shall automatically apply thereto and Borrower shall give to the Lender notice thereof in writing on a quarterly basis, concurrently with the delivery of each Compliance Certificate, and in accordance with the terms agreed to in the Note, and file with the PTO a patent security agreement with respect to such new Patent Collateral substantially in the form of this Agreement, in substance reasonably satisfactory to the Lender, and execute and deliver all other documents, instruments and information (including serial numbers, application numbers, application dates, registration dates) as the Lender may reasonably request further to transfer title thereto to the Lender, for the benefit of the Lender.

5.2 Amendment to Exhibit.

Borrower authorizes the Lender to modify this Agreement, without the necessity of any further approval or signature by Borrower, by amending Exhibit A-1 and Exhibit A-2 attached hereto to include any future or other Patents or Patent Rights under Section 2 or Section 5 hereof so long as such amendment is not inconsistent with any such future Patents or Patent Rights.

6. PATENT PROSECUTION.

6.1 Borrower Responsible. The Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patent Collateral and shall hold each of the Lender harmless

from any and all costs, damages, liabilities and expenses which may be incurred by the Lender or any of the other Secured Parties in connection with the Lender's interest in the Patent Collateral or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby.

6.2 Borrower's Duties, etc. Borrower shall have the duty to prosecute diligently any patent applications of its respective Patents pending as of the date of this Agreement or thereafter, to pursue, in a diligent manner, applications for unpatented but reasonably patentable inventions and to preserve and maintain all rights in all of its Patents, including, without limitation, the payment when due of all maintenance fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of its Patents. Any expenses incurred in connection with such applications and actions shall be borne by the Borrower. The Borrower shall not abandon any filed patent application, or any pending patent application or patent, without the consent of the Lender, which consent shall not be unreasonably withheld, unless such abandonment is made by such Borrower in its reasonable business judgment and would not have a material adverse effect on the conduct of the business of the Borrower, taken as a whole.

6.3 Borrower's Enforcement Rights. The Borrower shall have the right to bring suit or other action in Borrower's own name to enforce the Patents, the Patent Rights, and any other rights pertaining to the Patent Collateral against any third party infringing or potentially infringing any of the rights thereof. Further, the Borrower shall have the right to recover and retain all Proceeds including settlement proceeds, damages, royalties and consideration for past, current and future infringement by any such third party as well as retaining any royalties received from any licensing arrangements resulting therefrom. The Lender shall be required to join in such suit or action as may be reasonably necessary to assure Borrower's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Lender is completely satisfied that such joinder will not subject the Lender or any of the other Secured Parties to any risk of liability. Borrower shall, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including legal fees, incurred by the Lender or any other Secured party in connection with any enforcement action or exercise of remedies by the Lender or any other Secured Party taken in accordance with this Agreement.

6.4 Protection of Patents, etc. In general, Borrower shall take any and all such actions (including, but not limited to, institution and maintenance of suits, proceedings or actions) as, in the reasonable business judgment of Borrower, may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Patent Collateral. Borrower shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would affect the validity, grant or enforceability of any of the Patent Collateral, except where the failure to take or not take such action or permit such action to be taken or not taken by others would not reasonably be expected to have a material adverse effect on the conduct of the business of the Borrower, taken as a whole.

6.5 Notification by Borrower. On a quarterly basis, concurrently with the delivery of each Compliance Certificate, Borrower will notify the Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar

office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Patents or Borrower's rights, title or interests in and to any of the Patent Collateral, and of any event that does or reasonably could materially adversely affect the value of any of the Patent Collateral, the ability of the Borrower or Lender to dispose of any of the Patent Collateral or the rights and remedies of the Lender in relation thereto (including but not limited to the levy of any legal process against any of the Patent Collateral).

7. REMEDIES.

If any Event of Default shall have occurred and be continuing, then at the discretion of the Lender, or upon instructions by the Required Lenders to the Lender, and upon notice by the Lender to the Borrower: (i) the Borrower shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents; and (ii) the Lender shall have, in addition to all other rights and remedies given it by this Agreement, the Note, the Security Agreement, and the other Security Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Patent Collateral, or any interest that Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Note. Notice of any sale, license or other disposition of any of the Patent Collateral shall be given to the Borrower at least ten (10) days before the time that any intended public sale or other public disposition of such Patent Collateral is to be made or after which any private sale or other disposition of such Patent Collateral may be made, which the Borrower hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed of.

8. COLLATERAL PROTECTION.

If Borrower shall fail to take any action that it has covenanted to take hereunder, or if any representation or warranty of Borrower shall be breached, the Lender, in its own name or that of Borrower (in the sole discretion of the Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and Borrower agrees to promptly reimburse the Lender for any cost or expense incurred by the Lender in so doing.

9. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, Borrower does hereby unconditionally and irrevocably make, constitute and appoint the Lender (and any officer or Lender of the Lender as the Lender may select in its exclusive discretion) as Borrower's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse Borrower's

name on all applications, documents, papers and instruments necessary for the Lender to use any of the Patent Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of the Patent Collateral, or to grant or issue any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or to take any and all actions necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Patent Collateral or any interest of Borrower therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that Borrower is obligated to execute and do hereunder. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases each of the Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Lender under this power of attorney (except for the Lender's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

10. FURTHER ASSURANCES.

Borrower shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Lender may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in any of the Patent Collateral.

11. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full in cash and the cancellation and termination of all other obligations of the Secured Parties under the Security Documents, this Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Borrower, take reasonable actions to execute and deliver to such Borrower all deeds, assignments and other instruments as may be necessary or proper to release the security interest in and to the Patent Collateral previously granted, assigned, transferred and conveyed to the Lender by Borrower pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Lender pursuant hereto or the Security Agreement.

12. COURSE OF DEALING.

No course of dealing among Borrower, the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender or any of the other Secured Parties, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Patent Collateral, shall be borne and paid by the Borrower.

14. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by Borrower hereunder shall be a debt secured by the Patent Collateral and other Collateral and shall bear, whether before or after judgment, interest at the default rate in accordance with the Note.

15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE LENDER NOR ANY OTHER SECURED PARTY ASSUMES ANY LIABILITIES OF THE BORROWER WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING BORROWER'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PATENT COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE BORNE BY THE BORROWER. THE BORROWER SHALL INDEMNIFY THE LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE LENDER OR ANY OTHER SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

16. RIGHTS AND REMEDIES CUMULATIVE.

All of the Lender's rights and remedies with respect to the Patent Collateral, whether established hereby or by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Documents, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Lender contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Patent Collateral granted to the Lender, for the benefit of the Lender, under the Security Documents.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Agreement shall be delivered in writing as set forth in Section 26 of the Security Agreement.

18. AMENDMENT AND WAIVER.

This Agreement is subject to modification only by a writing signed by the Lender and the Borrower, except as provided in Section 5.2 hereof. The Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS AGREEMENT AND ALL CLAIMS AND CAUSES OF ACTION ARISING HEREFROM SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES, EXCEPT THAT WITH RESPECT TO ANY COLLATERAL, EACH SECURITY DOCUMENT OR OTHER DOCUMENT SHALL BE GOVERNED BY OTHER LAWS TO THE EXTENT PROVIDED THEREIN.

20. WAIVER OF JURY TRIAL.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER WAIVES (A) THE RIGHT TO TRIAL BY JURY (WHICH THE LENDER AND EACH LENDER HEREBY ALSO WAIVES) IN ANY PROCEEDING OR DISPUTE OF ANY KIND RELATING IN ANY WAY TO ANY SECURITY DOCUMENTS, OBLIGATIONS OR COLLATERAL; (B) PRESENTMENT, DEMAND, PROTEST, NOTICE OF PRESENTMENT, DEFAULT, NON-PAYMENT, MATURITY, RELEASE, COMPROMISE, SETTLEMENT, EXTENSION OR RENEWAL OF ANY ACCOUNTS, DOCUMENTS AND GUARANTIES AT ANY TIME HELD BY THE LENDER ON WHICH BORROWER MAY IN ANY WAY BE LIABLE, AND HEREBY RATIFIES ANYTHING THE LENDER MAY DO IN THIS REGARD; (C) NOTICE PRIOR TO TAKING POSSESSION OR CONTROL OF ANY COLLATERAL; (D) ANY BOND OR SECURITY THAT MIGHT BE REQUIRED BY A COURT PRIOR TO ALLOWING THE LENDER TO EXERCISE ANY RIGHTS OR REMEDIES; (E) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION LAWS; (F) ANY CLAIM AGAINST THE LENDER OR ANY LENDER, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) IN ANY WAY RELATING TO ANY ENFORCEMENT ACTION, OBLIGATIONS, SECURITY DOCUMENTS OR TRANSACTIONS RELATING THERETO; AND (G) NOTICE OF ACCEPTANCE HEREOF. THE BORROWER ACKNOWLEDGES THAT THE FOREGOING WAIVERS ARE A MATERIAL INDUCEMENT TO THE LENDER AND LENDERS ENTERING INTO THIS AGREEMENT AND THAT THEY ARE RELYING UPON THE FOREGOING IN THEIR DEALINGS WITH BORROWER.

21. MISCELLANEOUS.

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon Borrower and its respective successors and assigns and shall inure to the benefit of the Lender, the Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Agreement and the Note, or between this Agreement and the Security Agreement, the provisions of the Note or the Security Agreement, as the case may be, shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Borrower acknowledges receipt of a copy of this Agreement.

22. COUNTERPARTS; INTEGRATION.

This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

23. INCORPORATION BY REFERENCE.

The terms and provisions of the Note are hereby incorporated herein by reference and shall apply to this Agreement, *mutatis mutandis*, as if fully set forth herein.

[The remainder of this page is left intentionally blank, with signatures to follow.]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

BORROWER:

NORTH ATLANTIC IMPORTS, LLC

By: [Signature]
Name: Robert L. Doherty
Title: CEO

ACCEPTED AND ACKNOWLEDGED:

SHINING ERA ENTERPRISE LIMITED,
as Lender For and on behalf of
SHINING ERA ENTERPRISE LIMITED

光華企業有限公司
By: [Signature]
Name: [Signature] Authorized Signature(s)
Title:

[Signature Page to Patent Security Agreement]

EXHIBIT A-1

Owned Patents and Patent Applications

	Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
1.	North Atlantic Imports, LLC	PORTABLE COOKING STOVE	29/367,061	Aug. 2, 2010	D638,634	May 31, 2011
2.	North Atlantic Imports, LLC	PORTABLE COOKING STOVE	12/861,588	Aug. 23, 2010	8,820,310	Sept. 2, 2014
3.	North Atlantic Imports, LLC	PORTABLE COOKING STOVE	14/458,875	Aug. 13, 2014		
4.	North Atlantic Imports, LLC	MULTIPURPOSE COOKING GRIDDLE	29/415,849	March 14, 2012	D694,056	Nov. 26, 2013
5.	North Atlantic Imports, LLC	HIGH TEMPERATURE BAKE OVEN	12/044,066	March 7, 2008	7,686,010*	March 30, 2010
6.	North Atlantic Imports, LLC	HIGH TEMPERATURE BAKE OVEN AND METHOD	12/712,575	Feb. 25, 2010	8,578,927*	Nov. 12, 2013
7.	North Atlantic Imports, LLC	GRIDDLE DEVICE, SYSTEM, AND METHOD	62/331,666	May 4, 2016		
8.	North Atlantic Imports, LLC	SYSTEM, DEVICE AND METHOD FOR CONTROLLING CONVECTIVE HEATING OF GRIDDLE	62/331,673	May 4, 2016		
9.	North Atlantic Imports, LLC	GAS HEATED COOKING DEVICE, SYSTEM, AND ACCESSORY THEREOF	62/452,483	January 31, 2017		

* As part of the purchase price for these patents (i.e., US Patent Nos. 7,686,010 and 8,578,927), North Atlantic Imports, LLC pays the original owner a percentage of net collected sales for products covered by the above-noted patents.

EXHIBIT A-2

Material Licensed, Controlled and Used Patents and Patent Applications

<u>Patent/Serial No.</u>	<u>Description of License Granted</u>
9,182,129	Exclusive license to make, use, and sale Pizza Oven product from both GRI Capital, LLC and Pizza Chef Grill, Inc.
14/877,899	Exclusive license to make, use, and sale Pizza Oven product from both GRI Capital, LLC and Pizza Chef Grill, Inc.

EXHIBIT B

Infringement on Patents or Patent Rights

None.

RE LINE

1/18
Inventor
Inventor

EXHIBIT C

Encumbrances on Patents

None.

EXHIBIT D

Litigation Accusing Patent Infringement

None.

PATENT

RECORDED: 06/30/2017

REEL: 042879 FRAME: 0942