

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5435867

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MONT D'OR OF AMERICA, LLC	03/22/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MORIAH RABAT, LLC
<b>Street Address:</b>	1 UNIVERSITY PLAZA
<b>Internal Address:</b>	SUITE 407
<b>City:</b>	HACKENSACK
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07601
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D622901
Patent Number:	7637736
Patent Number:	6632082
Patent Number:	6997700
Patent Number:	7500850
Patent Number:	D365851
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	2125865800
<b>Email:</b>	dfriedman@ctswlaw.com
<b>Correspondent Name:</b>	DANIEL J. FRIEDMAN
<b>Address Line 1:</b>	420 LEXINGTON AVENUE
<b>Address Line 2:</b>	SUITE 2400
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10170
<b>NAME OF SUBMITTER:</b>	DANIEL J. FRIEDMAN
<b>SIGNATURE:</b>	/Daniel J. Friedman/
<b>DATE SIGNED:</b>	03/22/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	

PATENT

**Total Attachments: 7**

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## PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of March 22, 2019 (this “Agreement”), made by **MONT D'OR OF AMERICA, LLC**, a New York limited liability company (“Grantor”), in favor of **MORIAH RABAT, LLC**, a Delaware **limited liability company** (together with its successors and assigns, “Lender”).

### RECITALS

**WHEREAS**, the Grantor has an ownership interest in the patents identified on **Exhibit 1** hereto (collectively, the “Patents”); and

**WHEREAS**, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the “Loan Agreement”); and

**WHEREAS**, the Grantor has granted to Lender a security interest in all of its property and assets, including, without limitation, the Patents, to secure the performance of Grantor’s obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it is a condition precedent to the Lender’s entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

**WHEREAS**, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and the assignment of the Patents upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

**WHEREAS**, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

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

1. As collateral security for the payment and performance of the Obligations, Grantor hereby grants and conveys to Lender a first priority continuing security interest in and Lien upon all Patents now owned and hereafter acquired by Grantor and the Proceeds and products thereof. The Grantor does hereby acknowledge and confirm that the Patents and the Proceeds and products thereof constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.
2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Patents are more fully set forth in the Loan Agreement

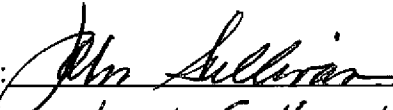
and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.

3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Patents and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.
4. Lender is hereby authorized to file or record this Agreement or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Lender may determine from time to time for the purpose of evidencing the foregoing grant of security.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES ON NEXT PAGE]**

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

**MONT D'OR OF AMERICA, LLC**

By:   
Name: JOHN SULLIVAN  
Title: CEO

**ACCEPTED AND AGREED:**

**LENDER:**

**MORIAH RABAT, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE – PATENT SECURITY AGREEMENT]

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

**MONT D'OR OF AMERICA, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**LENDER:**

**MORIAH RABAT, LLC**

By:  \_\_\_\_\_

Name: Greg Zilberstein

Title: Managing Member

[SIGNATURE PAGE – PATENT SECURITY AGREEMENT]

## EXHIBIT 1

### Patents

Patent	Registration/Application No.	Registration/ Application Date	Assignor
Cigar lighter	D622,901	08/31/2010	Mont D'or of America, LLC
Lighter	7,637,736	12/29/2009	Mont D'or of America, LLC
Lighter and method of use	6,632,082	10/14/2003	Mont D'or of America, LLC
Lighter and method of use	6,997,700	02/14/2006	Mont D'or of America, LLC
Lighter with accessory	7,500,850	03/10/2009	Mont D'or of America, LLC
Writing instrument clip	D365,851	01/02/1996	Mont D'or of America, LLC

## EXHIBIT A

### ASSIGNMENT OF PATENTS

This **ASSIGNMENT OF PATENTS** (this "Assignment"), dated as of \_\_\_\_\_, 20\_\_, made by by **MONT D'OR OF AMERICA, LLC**, a New York limited liability company ("Assignor"), in favor of **MORIAH RABAT, LLC**, a Delaware limited liability company (together with its successors and assigns, "Lender") and the Assignee as set forth below.

#### RECITALS:

**WHEREAS**, Assignor has an ownership interest in the Patents described on **Exhibit 1** attached hereto (the "Patents"); and

**WHEREAS**, Assignor and Lender are parties to that certain Loan and Security Agreement, dated as of the date hereof (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

**WHEREAS**, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Patents and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

**WHEREAS**, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, by this instrument, Assignor is hereby assigning the Patents to the Lender or its designee as set forth herein (such party, the "Assignee").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Patents as follows:

1. Assignment of Patents. Assignor hereby assigns, transfers, and conveys to \_\_\_\_\_, a \_\_\_\_\_ with offices at \_\_\_\_\_ (the "Assignee") all of Assignor's right, title and interest in and to the Patents together with the goodwill associated therewith.

3. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such



governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment of Patents as of the date first above written.

**ASSIGNOR:**

**MONT D'OR OF AMERICA, LLC**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_