

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Survival Systems International, Inc.		03/14/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pacific Mercantile Bank		
Street Address:	949 South Coast Drive		
Internal Address:	3rd Floor		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3391832	SURVIVAL SYSTEMS INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Robin Dunn		
SIGNATURE:	/Robin Dunn/		
DATE SIGNED:	03/15/2019		
Total Attachments: 7			
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OP \$40.00 3391832

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 14, 2019 by and between **PACIFIC MERCANTILE BANK** ("Lender") and Survival Systems International, Inc. ("Grantor") with reference to the following facts:

A. Lender and Grantor are parties to that certain Loan and Security Agreement dated as of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement.

B. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with prompt written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or

other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Lender's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

Address of Grantor:

34140 Valley Center Road
Valley Center, CA 92082

Grantor:

Survival Systems International, Inc.

By: 

Name: JOSEPH BERTINI

Title: CEO & CHAIRMAN

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

Lender:

Pacific Mercantile Bank

By: _____

Name: _____

Title: _____

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

34140 Valley Center Road
Valley Center, CA 92082

Grantor:

Survival Systems International, Inc.

By: _____
Name: _____
Title: _____

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

Lender:

Pacific Mercantile Bank

By: Jeremy Schmidt
Name: Jeremy Schmidt
Title: VP

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Filing Date</u>
Survival Systems International	78804908	02/01/06
	3391832	03/04/08

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US Utility Application 11/539,152 Lifeboat Designation System	Patent No. 7,412,941	4/10/2008 – Application Published; Publication No. US 2008-0083365 A1 12/18/2018 – Petition to Accept Unintentional Delay and 7.5yr Annuity Payment eFiled
US CIP Application 11/742,130 Lifeboat Disengagement System	Patent No. 7,360,498	4/10/2008 – Application Published; Publication No. US 2008-0084079 A1
US CIP Application 11/841,844 Lifeboat Disengagement System	Patent No. 7,832,350	4/10/2008 – Application Published; Publication No. US 2008-0084078 A1 12/17/2018 – Petition to Accept Delayed Payment of Maintenance Fee Granted
US Continuation Application 13/491,272 Lifeboat Suspension Systems	Patent No. 8,511,248	12/17/2018 – Petition to Accept Delayed Payment of Maintenance Fee Granted
US CIP Application 13/946,971 Lifeboat Suspension System	Patent No. 9,021,977	12/19/2013 – Application Published; Publication No. US- 2013-0333609-A1
US Utility Application 12/443,166 Lifeboat Suspension Systems	Patent No. 8,215,257	4/15/2010 – Application Published; Publication No. US- 2010-0089304-A1
Lifeboat Hook	P/14654.NO	10/1/2007
Lifeboat Hook	P/15024.HK	10/1/2007
Lifeboat Hook	P/15137.CN	10/1/2007
Lifeboat Hook	P/15138.JP	10/1/2007
Lifeboat Hook	P/15139.SG	10/1/2007
Lifeboat Hook	P/15485.DE	10/1/2007
Lifeboat Hook	P/15486.DK	10/1/2007
Lifeboat Hook	P/15487.FR	10/1/2007
Lifeboat Hook	P/15488.GB	10/1/2007
Lifeboat Hook	P/15489.IT	10/1/2007
Lifeboat Hook	P/15490.NL	10/1/2007

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
50 passenger survival system : maintenance manual/parts list : CA5001 : manual no. MA 5001.377 "G."	TX0005506481	05/21/01
Maintenance manual/parts list : CA1401.	TX0005389060	05/21/01
Maintenance manual/parts list CA2100 : manual no. 092-0177.	TX0005515858	05/18/01
Maintenance manual/parts list : CA3600/3800 : manual no. MA 3600.1081.	TX0005266174	11/24/00
Maintenance manual/parts list : CA3600/3800 : manual no. MA 3600.881 (092-0156).	TX0005266175	11/24/00
Maintenance manual/parts list : CA5400.	TX0005385211	05/21/01
Operating, installation, and maintenance manual W2800 (100 series, overhead mount) winches.	TX0005328246	12/04/00
Survival Systems International training and operating manual : CA 2801.	TX0005385189	05/22/01
Training and operating manual : CA1401-100-200.	TX0005389058	05/22/01
Training and operating manual models 9089 A & B, 9091.	TX0005384333	05/17/01
Training and operations manual CA2100 : manual no. 092-0176, rev. C.	TX0005505980	05/22/01
Training and operations manual CA3600/3800.	TX0005328245	12/04/00
Training and operations manual : CA5400.	TX0005389059	05/22/01
W 1400 winch operating, installation and maintenance manual : manual no. OPMA W 1400.1080.	TX0005505939	05/21/01
W 2800-201 winch operating, installation, and maintenance manual.	TX0005328248	12/04/00
W 5000-200 winch operating, installation and maintenance manual : manual no. OPMA W 5000-200.1279.	TX0005505937	05/21/01
W1402 winch operating, installation, and maintenance manual.	TX0005389291	05/17/01
W5000 winch operating, installation and maintenance manual.	TX0005594933	05/21/01
Whittaker survival systems training and operating manual : CA 5001 : manual no. OP 5001.377.	TX0005506547	05/21/01
Whittaker survival systems training and operating manual CA3600/3800.	TX0005328247	12/04/00
Whittaker survival systems training and operating manual : manual no. OP 3400.280, rev. G.	TX0005268096	05/22/01