

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
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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]

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