TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM636596

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wolo Mfg. Corp.		03/30/2021	Corporation: NEW YORK
Wolo Industrial Horn & Signal, Inc.		03/30/2021	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Sterling National Bank
Street Address:	400 Rella Boulevard
City:	Montebello
State/Country:	NEW YORK
Postal Code:	10901
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 109

Property Type	Number	Word Mark
Serial Number:	73129585	SURE SAFE
Serial Number:	73138839	WOLO
Serial Number:	73300258	AUTO WATCHMAN
Serial Number:	73676110	TURN-STOP
Serial Number:	74554228	SECURITY-PAL
Serial Number:	75547454	WOLO
Serial Number:	75706589	WOLO
Serial Number:	75838908	WOLO
Serial Number:	77160797	WOLO HAWKEYE
Serial Number:	77194399	POWER PLAY
Serial Number:	77194427	POWER PLAY
Serial Number:	77300649	THE CHIEF
Serial Number:	77423718	WOLO-BANDIDO
Serial Number:	77499821	WOLO-AURORA
Serial Number:	77499839	WOLO-INFINITY
Serial Number:	77511560	SIBERIAN EXPRESS
Serial Number:	77703997	SURE SAFE
Serial Number:	77712269	WOLO
	'	TRADEMARK

900606841 **REEL: 007243 FRAME: 0363**

Property Type	Number	Word Mark
Serial Number:	77728911	SELECT-A-HORN
Serial Number:	77854163	THE DEPUTY
Serial Number:	77860108	IHORN
Serial Number:	77860116	VOYAGE
Serial Number:	77871009	WOLO
Serial Number:	77901526	B-SEEN
Serial Number:	77901758	LIGHTNING BRIGHT
Serial Number:	77938446	WOLO-LIGHTNING
Serial Number:	77938475	WOLO LIGHTNING PLUS
Serial Number:	78480676	WOLO
Serial Number:	78720039	BAD BOY WOLO
Serial Number:	78734934	PRO-TEC
Serial Number:	78734940	INTELLIGENT ALARM
Serial Number:	78735771	ILLUME
Serial Number:	78748031	ROAD WARRIOR
Serial Number:	78824764	E-Z HORN
Serial Number:	85088297	OUTER LIMITS
Serial Number:	85187942	LOOKOUT
Serial Number:	85192543	ANIMAL HOUSE
Serial Number:	85192573	JUKE BOX
Serial Number:	85193264	FUN HORN
Serial Number:	85193315	FULL BLAST
Serial Number:	85193358	LOUD-ONE
Serial Number:	85212727	PRIORITY
Serial Number:	85212745	BRIGHT STAR
Serial Number:	85212766	BEACON LIGHT
Serial Number:	85212799	EMERGENCY 1
Serial Number:	85212887	AIRMITE
Serial Number:	85239203	LONG HORNS
Serial Number:	85239235	HANDY HORN
Serial Number:	85239251	CANNON BALL EXPRESS
Serial Number:	85239270	MAXI SOUND
Serial Number:	85239296	THE PERSUADER
Serial Number:	85248729	NEXGEN
Serial Number:	85260158	THE DOMINATOR
Serial Number:	85260178	WOLF WHISTLE
Serial Number:	85260199	POWERHOUSE
Serial Number:	85260211	MINI BUT LOUD
		TDADEMADIZ

Serial Number: 85261241 AIRSPLITTER Senal Number: 85286608 AIR MAX Serial Number: 85286642 CHALLENGER Serial Number: 85286878 TIGER Serial Number: 85286922 SILVER STREAK EXPRESS Serial Number: 85286962 TURBO Serial Number: 85315910 PHILLY EXPRESS Serial Number: 85315961 WOBBLER Serial Number: 85315961 WOBBLER Serial Number: 85387453 APOLLO Serial Number: 85830176 WOLO Serial Number: 85830260 WOLO Serial Number: 85830260 WOLO Serial Number: 85853812 TVINI POWER Serial Number: 85853880 LOUD & CHROME Serial Number: 858538812 SUPER HORNS Serial Number: 85853880 SEA SAFE Serial Number: 85878683 SEA SAFE Serial Number: 85879107 SEA ALERT Serial Number: 85879107	Property Type	Number	Word Mark
Serial Number: 85286642 CHALLENGER Serial Number: 85286878 TIGER Serial Number: 85286922 SILVER STREAK EXPRESS Serial Number: 85286962 TURBO Serial Number: 85315910 PHILLY EXPRESS Serial Number: 85315961 WOBBLER Serial Number: 85316014 MUSIC TIME Serial Number: 85387453 APOLLO Serial Number: 85522431 BIG BAD MAX Serial Number: 85830260 WOLO Serial Number: 85830298 WOLO Serial Number: 85853812 TWIN POWER Serial Number: 85853880 LOUD & CHROME Serial Number: 85853942 SUPER HORNS Serial Number: 858539863 SEA SAFE Serial Number: 85879107 SEA ALERT Serial Number: 85879107 SEA ALERT Serial Number: 85879168 WOLO BEYOND Serial Number: 86065667 B-SEEN Serial Number: 8617412 <th>Serial Number:</th> <th>85261241</th> <th>AIRSPLITTER</th>	Serial Number:	85261241	AIRSPLITTER
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Serial Number: 85853994 ALERT Serial Number: 85878863 SEA SAFE Serial Number: 85879107 SEA ALERT Serial Number: 85879147 OCEAN ALERT Serial Number: 85879168 WOLO MARINE Serial Number: 85949226 WOLO BEYOND Serial Number: 86065667 B-SEEN Serial Number: 86081819 THE COMMISSIONER Serial Number: 86147412 MAX 719 Serial Number: 86176020 WOLO MOTORCYCLE Serial Number: 86319127 SONIC BLAST Serial Number: 86310889 ON PATROL Serial Number: 86324646 AIRAIDE Serial Number: 86329770 AIR RAGE Serial Number: 86331074 TORNADO Serial Number: 86633502 SNOW BRIGHT Serial Number: 86849742 LUXOR Serial Number: 86910116 SAFETY DROID Serial Number: 86966322 WOLO SEE-MORE	Serial Number:	85853880	LOUD & CHROME
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Serial Number: 86176020 WOLO MOTORCYCLE Serial Number: 86189127 SONIC BLAST Serial Number: 86310889 ON PATROL Serial Number: 86324646 AIRAIDE Serial Number: 86329770 AIR RAGE Serial Number: 86331074 TORNADO Serial Number: 86424471 WIRELESS WIZARD Serial Number: 86633502 SNOW BRIGHT Serial Number: 86849742 LUXOR Serial Number: 86910116 SAFETY DROID Serial Number: 86966322 WOLO SEE-MORE	Serial Number:	86081819	THE COMMISSIONER
Serial Number: 86189127 SONIC BLAST Serial Number: 86310889 ON PATROL Serial Number: 86324646 AIRAIDE Serial Number: 86329770 AIR RAGE Serial Number: 86331074 TORNADO Serial Number: 86424471 WIRELESS WIZARD Serial Number: 86633502 SNOW BRIGHT Serial Number: 86849742 LUXOR Serial Number: 86910116 SAFETY DROID Serial Number: 86966322 WOLO SEE-MORE	Serial Number:	86147412	MAX 719
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Serial Number: 86324646 AIRAIDE Serial Number: 86329770 AIR RAGE Serial Number: 86331074 TORNADO Serial Number: 86424471 WIRELESS WIZARD Serial Number: 86633502 SNOW BRIGHT Serial Number: 86849742 LUXOR Serial Number: 86910116 SAFETY DROID Serial Number: 86966322 WOLO SEE-MORE	Serial Number:	86189127	SONIC BLAST
Serial Number: 86329770 AIR RAGE Serial Number: 86331074 TORNADO Serial Number: 86424471 WIRELESS WIZARD Serial Number: 86633502 SNOW BRIGHT Serial Number: 86849742 LUXOR Serial Number: 86910116 SAFETY DROID Serial Number: 86966322 WOLO SEE-MORE	Serial Number:	86310889	ON PATROL
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Serial Number:86910116SAFETY DROIDSerial Number:86966322WOLO SEE-MORE			
Serial Number: 86966322 WOLO SEE-MORE			
		86910116	
Serial Number: 87116949 WOLO EXPRESS			
	Serial Number:	87116949	WOLO EXPRESS

Property Type	Number	Word Mark
Serial Number:	87147496	SHERMAN TANK & COMPRESSOR
Serial Number:	87397765	EURO EXPRESS
Serial Number:	87397789	WESTERN EXPRESS
Serial Number:	87551103	WATCHMAN
Serial Number:	87578986	THEY WILL HEAR YOU BEFORE THEY CAN SEE Y
Serial Number:	87623316	ILLUME
Serial Number:	87675435	GIANT
Serial Number:	87864762	THE BEAST
Serial Number:	87865182	PORTALIGHT
Serial Number:	87872933	SEE-ME
Serial Number:	87875027	CUBIE
Serial Number:	88071907	NEXGEN EXPRESS
Serial Number:	88096038	DING DONG CITY
Serial Number:	88491532	HIDEAWAY BLAST
Serial Number:	88578886	MIGHTY MO

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1347394 TM
NAME OF SUBMITTER:	Lauren E. Monaghan
SIGNATURE:	/Lauren E. Monaghan/
DATE SIGNED:	04/02/2021

Total Attachments: 33

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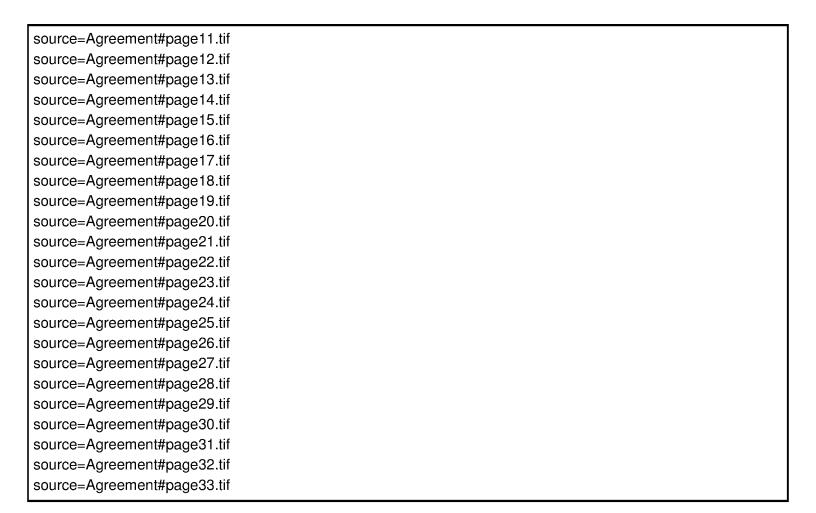
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS AGREEMENT is made on the 30th day of March, 2021, by and between WOLO MFG. CORP., a New York corporation having a mailing address at 1 Saxwood Street, Deer Park, New York 11729 and WOLO INDUSTRIAL HORN & SIGNAL, INC., a New York corporation having a mailing address at 1 Saxwood Street, Deer Park, New York 11729 (collectively, the "Obligor") and STERLING NATIONAL BANK having a mailing address at 400 Rella Boulevard, Montebello, New York 10901 (the "Lender").

BACKGROUND

Obligor, together with 1847 Wolo Inc. (collectively, the "Borrowers"), and the Lender have entered into that Credit Agreement of even date herewith (as amended, restated and supplemented from time to time, the "Credit Agreement"), which provides for various extensions of credit from Lender to Borrowers.

In order to induce Lender to (i) execute and deliver the Credit Agreement and (ii) extend credit to the Borrowers, Obligor has agreed to execute and deliver to Lender this Agreement (as amended or supplemented from time to time, "Security Agreement"). This Agreement, covering Patents, Trademarks and Copyrights (each as hereinafter defined), is being executed contemporaneously with, inter alia, the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), and with the Security Agreement by the Borrowers under which Lender is granted a lien on and security interest in all personal property of the Borrowers (as amended, restated, or supplemented, from time to time, the "General Security Agreement").

NOW, THEREFORE, in consideration of the foregoing, Obligor and Lender hereby agree as follows:

1. <u>Defined Terms</u>. The following terms shall have the meaning set forth below. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

"Code" shall mean the Uniform Commercial Code as the same may time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Copyrights" shall have the meaning assigned to it in the Credit Agreement.

"Event of Default" shall have the meaning assigned to it in the Credit Agreement.

"Obligations" shall have the meaning assigned to it in the Credit Agreement.

"Patents" shall have the meaning assigned to it in the Credit Agreement.

"Permitted Liens" shall have the meaning assigned to it in the Credit Agreement.

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"Proprietary Rights" shall mean collectively, all Trademarks and all Patents.

"Security Agreement" shall mean this Security Agreement, as the same may from time to time be amended or supplemented.

"Trademarks" shall have the meaning assigned to it in the Credit Agreement.

- Grant of Security Interest. As collateral security for the prompt payment of the 2. Obligations, Obligor hereby grants and conveys to Lender a security interest in and to the entire right, title and interest of Obligor in and to following, whether now existing or hereafter created or acquired: (i) the Patents, the inventions and improvements described and claims therein listed in Schedule A hereto (as same may be amended pursuant hereto from time to time), any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent in a foreign country for the full term or terms for which the same may be granted, all rights to income, royalties, profits, awards, damages or other rights relating to said patents, applications or inventions including the right to sue for past, present or future infringement, and any other rights and benefits relating to said patents, applications or inventions; (ii) the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule B hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, together with the registrations and applications appurtenant thereto, hereafter acquired or filed by Obligor, including without limitation all renewals thereof, all proceeds of infringement suits and all rights corresponding thereto in the United States and the goodwill of the business to which each of the Trademarks relates; (iii) the Copyrights, including the registrations and applications appurtenant thereto, listed in Schedule C hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all copyrights, together with the registrations and applications appurtenant thereto, hereafter acquired or filed by Obligor, including without limitation all renewals thereof, all proceeds of infringement suits and all rights corresponding thereto in the United States and the goodwill of the business to which each of the Copyrights relates; and (iv) all records, products and proceeds of the foregoing (all of the foregoing hereinafter, collectively, the "Collateral").
- 3. Representations and Warranties. Obligor covenants and warrants that as of the date of this Security Agreement:
- (a) The Proprietary Rights are subsisting and have not been adjudged invalid or unenforceable;
 - (b) Each of the Proprietary Rights is valid and enforceable;
- (c) The Obligor has not received any written notice of any claim that the use of any of the Proprietary Rights violates the rights of any third person;
- (d) Obligor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Proprietary Rights, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Obligor not to sue third persons) other than Permitted Liens;

- (e) Obligor has the right to enter into this Security Agreement and perform its terms;
- (f) Obligor has used, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Proprietary Rights;
- (g) Obligor has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in its manufacture of products sold under the Proprietary Rights; and
 - (h) Obligor has no Copyrights.
- 4. Right of Inspection. Obligor hereby grants to Lender and its employees and agents the right to visit Obligor's plants and facilities which manufacture, inspect or store products sold under any of the Proprietary Rights, and to inspect the products and quality control relating thereto at reasonable times during regular business hours, all subject to the provisions of the Credit Agreement. Obligor shall use its best efforts to do any and all acts reasonably required by Lender to ensure Obligor's compliance with paragraph 3(g) above.
- 5. New Patents and/or Trademarks and/or Copyrights. (a) If, before the Obligations shall have been indefeasibly paid in full and the Credit Agreement has been terminated, Obligor shall obtain rights to any new patents or patentable inventions or trademarks or copyrights, the provisions of paragraph 2 shall automatically apply thereto and Obligor shall give Lender prompt written notice thereof.
- (b) Obligor grants Lender a power-of-attorney, irrevocable so long as the Credit Agreement is in existence and/or the Obligations are outstanding, to modify this Security Agreement by amending (i) Schedule A to include any future patents or patentable inventions (including patents registrations or applications appurtenant thereto) or (ii) Schedule B to include any future trademarks (including registrations or applications appurtenant thereto) or (iii) Schedule C to include any future copyrights (including registrations or applications appurtenant thereto), in each case covered by this Security Agreement.
- 6. <u>Covenants</u>. Obligor covenants and agrees with Lender that from and after the date of this Security Agreement and until the Obligations are fully satisfied and any commitment from Lender under the Obligations has terminated:
- (a) Further Documentation: Pledge of Instruments. At any time and from time to time, upon the written request of Lender, Obligor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statement under the Code with respect to the liens and security interests granted hereby. If any amount payable under or in connection with any of the Collateral shall be

or become evidenced by any promissory note or other instrument, such note or instrument shall be promptly pledged to Lender hereunder, duly endorsed in a manner satisfactory to Lender.

- (b) <u>Maintenance of Proprietary Rights</u>. Obligor will not do any act, or omit to do any act, whereby any Proprietary Rights material to the business of Obligor or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Lender immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Obligor shall take appropriate action at its expense to halt the infringement of the Proprietary Rights.
- (c) <u>Indemnification</u>. Obligor assumes all responsibility and liability arising from the use of the Proprietary Rights, and Obligor hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Obligor's operations of its business from the use of the Proprietary Rights.
- (d) <u>Limitation of Liens on Collateral</u>. Obligor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral other than Permitted Liens.
- (e) <u>Notices</u>. Obligor will advise Lender promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.
- (f) <u>Limitation on Further Uses of Proprietary Rights</u>. Obligor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Lender.

7. Lender's Appointment as Attorney-in-Fact.

- (a) Obligor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Obligor and in the name of Obligor or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Security Agreement, to, at any time following the occurrence and continuance of an Event of Default, take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Obligor, to do the following:
- (i) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral (other than Permitted

Liens), to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(ii) To take the following actions: (A) receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (B) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (C) defend any suit, action or proceeding brought against Obligor with respect to any Collateral; (D) settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (E) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Obligor might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Obligor further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Security Agreement.

- (b) The powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Obligor for any act or failure to act, except for liability directly or exclusively caused by Lender's own gross negligence or willful misconduct.
- (c) Obligor also authorizes Lender to execute, in connection with the sale provided for in paragraph 10(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.
- 8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Obligor is executing and delivering to Lender, in the form of Schedule I hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Patents, Trademarks and Copyrights pursuant to paragraph 7 hereof.
- 9. Performance by Lender of Obligor's Obligations. If Obligor fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Lender incurred in connection with such performance or compliance shall be payable by Obligor to Lender promptly following demand and shall constitute Obligations secured hereby.

10. Remedies, Rights Upon Event of Default.

- (a) Upon the occurrence and during the continuance of an Event of Default:
- (i) All payments received by Obligor under or in connection with any of the Collateral shall be held by Obligor in trust for Lender, shall be segregated from other funds of Obligor and shall forthwith upon receipt by Obligor, be turned over to Lender, in the same form as received by Obligor (duly indorsed by Obligor to Lender, if required); and
- (ii) Any and all such payments so received by Lender (whether from Obligor or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Obligations in such order as Lender shall elect. Any balance of such payments held by Lender and remaining after payment in full of all the Obligations shall be paid over to Obligor or to whomsoever may be lawfully entitled to receive the same.
- (b) Upon the occurrence and during the continuance of an Event of Default, Lender may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code. Obligor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Lender is entitled. Obligor shall also be liable for the reasonable fees of any attorneys employed by Lender to collect any such deficiency and also as to any reasonable attorneys' fees incurred by Lender with respect to the collection of any of the Obligations and the enforcement of any of Lender's respective rights hereunder.
- 11. Termination. At such time as Obligor shall completely pay in full all of the Obligations and the Credit Agreement is terminated, this Security Agreement shall terminate and Lender shall execute and deliver to Obligor all such releases, deeds, assignments and other instruments as may be necessary or proper to revest in Obligor full title to the Proprietary Rights, subject to any disposition thereof which may have been made by Lender pursuant hereto.
- 12. <u>Notices</u>. Wherever this Agreement provides for notice to either party (except as expressly provided to the contrary), it shall be in writing and given in the manner specified in Section 8.12 of the Credit Agreement.
- 13. <u>No Waiver</u>. No course of dealing between Obligor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit 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.
- 14. <u>Cumulative Remedies</u>. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by the Loan Documents or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.
- 15. <u>Severability</u>. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction,

then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

- 16. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraphs 5 and 7.
- 17. <u>Successors and Assigns</u>. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

[NO FURTHER TEXT ON THIS PAGE]

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SIGNATURE PAGE Patent, Trademark and Copyright Security Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

	Obligor:
WITNESS:	WOLO MGF. CORP.
-	By: Name: Title:
WITNESS:	WOLO INDUSTRIAL HORN & SIGNAL, INC.
	By:
	Lender:
WITNESS:	STERLING NATIONAL BANK By:

SIGNATURE PAGE Patent, Trademark and Copyright Security Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

	Obligor:
WITNESS:	WOLO MGF. CORP.
	By: Name: Toy & Runner Title: C+0
WITNESS:	WOLO INDUSTRIAL HORN & SIGNAL, INC.
	By: Name: Tork & Almique Title: CFO
	Lender:
WITNESS:	STERLING NATIONAL BANK By:
	Name / Try E /mon D

State of New York, County of Dage, ss:

On the day of the land of the

"OFFICIAL SEAL"
CHRISTINE M. GERICKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/9/2023

<u>(VS-M Govel</u> Notary Public

State of New York, County of _______, ss:

On the day of which the year 2021, before me the undersigned, personally appeared with the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

OFFICIAL SEAL
CHRISTINE M. GERICKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/9/2023

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COGENCY GLOBAL INC. ("We" and "Our") exercised care in preparing this report, but, for various reasons outside of Our cartrol (e.g., inaccurate and/or incomplete data provided by the U.S. Patent and Tradement Office and/or U.S. Copyright Office). We cannot warrant that this report is complete or free from emors. We, therefore, DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. You should confirm the accuracy of the search name(s) noted herein. If there is a change in the name, even a minor change, then a new sourch should be conducted. The databases on which we rely in preparing this report are generally current, but inherently suffer from delays between a filing, and the entering of the data partially in such filing, into the databases; this report does not included in filings with the U.S. Pelent and Tradement Office and/or U.S. Copyright Office; no other data is included. This report accuracy, completeness, legal effect or priority of any matter shown herein. We make no representation, warrardy or guarantee as to the information contained in the public records referenced in this report. Our should not be relied upon as legal advice or as a legal opinion. This report is not transferable to third parties and is limited to the requested order specifications. We sesurce no liability with respect to the validity liability in connection with the preparation of this report is limited to the refund of the price part for the report. Acceptance of this search report constitutes acceptance of the terms, conditions, and limited on the price part for the report.



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04/12/2010 67	05/10/2011 64		07/31/2008 08/28/2010 57	- T	12/11/2008 05/11/2010 52		02/22/2006 07/01/2006 49	03/02/2001	11/17/2003 48	03/02/2001 12/03/2002 46

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	Safety light for vehicles		Automobile lock for attachment to a floor-mounted gear shift lever and hand brake	50	Adaptive electropneumatic hom system Mat		Wireless remals controlled electronic system for a vehicle M	□	Electropneumatic horn system
a SOLOW, JOSEPH E.	Wote Manufacturing Corp. Matching Assignments:	S CONTRACTOR	ent to Wolo Manufacturing Company ver	solow, Stanley	hom WOLO MFG. CORP. Matching Assignments:	STANLEY	WOLD MFG CORP. ile Matching Assignments	SOLOW STANLEY	m WOLD MFG, CORP. Matching Assignments:
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	Selector housing		Electropneumatic hom		Ham design			Combined automobile steering wheel look and elam		Automobile took for attendment to a floor-mounted gear shift lever and brake lever Match
solow STANLEY	Wolo Mfg. Corp. Nacting Assignments	a SOLOW, STANLEY	Wolc Mg. Corp. Matching Assignments:	a SOLOW STANLEY	Walo Mig. Corp.	a SOLOW, JOSEPH E.		ing Wold Manufacturing Corporation Matching Assignments:	e Section of the section of the sect	ent to Visio Manufacturing Corporation wer Matching Assignments
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Date of Report 3/15/2021

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Entity Name Searched: Wold Industrial Horn & Signal, Inc. Federal Published Pending Patents, Patent Grants, Assignments - Search Report

Date of Report 3/15/2021

Assignments Only:

Q) WOLO MANUFACTURING CORP WOLO INDUSTRIAL HORN AND SIGNAL 09/798569

ASSIGNMENT OF ASSIGNORS

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Federal Trademark Applications, Registrations, Assignments - Search Report Entity Name Searched: Wolo Mig. Corp.

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Federal Trademark Applications, Registrations, Assignments - Search Report Entity Name Searched: Wolo Mfg. Corp.

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Date of Report 3/19/2021

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Date of Report: 3/16/2021

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Federal Trademark Applications, Registrations, Assignments - Search Report Entity Name Searched Wolo Mfg. Corp.

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SCHEDULE C COPYRIGHTS

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Copyright Registrations/Recordations Report Entity Name Searched: Wolo Mfg, Corp.

	Title	Registration Number Pag	3 ⊗
1	Night Lighter, new look in moving lights.	TX0002110749	1
2	Turn-Stop high security steering wheel lock.	TX0002136374	2
3	16CXX CROSS ASSEMBLER DEVELOPMENT SYSTEM	TX0007303058	~3
	MACHINE SIGNAL CONTROL CODE.		į
4	Model 853 Philly Express Train Horn,	TX0008391412	4

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SCHEDULE I

SPECIAL POWER OF ATTORNEY

STATE OF ILLINOIS)
	(88)
COUNTY OF DUPAGE)

KNOW ALL MEN BY THESE PRESENTS, that WOLO MFG. CORP., a corporation formed under the laws of New York, with its principal office at 1 Saxwood Street, Deer Park, New York 11729, and WOLO INDUSTRIAL HORN & SIGNAL, INC., a corporation formed under the laws of New York, with its principal office at 1 Saxwood Street, Deer Park, New York 11729 (hereinafter, collectively, called "Obligor"), pursuant to a Trademark Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes STERLING NATIONAL BANK, a national banking association, with offices at 400 Rella Boulevard, Montebello, New York 10901 (hereinafter called the "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Obligor:

- 1. Assigning, selling or otherwise disposing of all right, title and interest of Obligor in and to the Patents listed on Schedule A, Trademarks listed on Schedule B or Copyrights listed on Schedule C of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.
- To execute any and all documents, statements, certificates or other papers
 necessary or advisable in order to obtain the purposes described above as Lender
 may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Obligor and Lender and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

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SIGNATURE PAGE Power of Attorney

WOLO MFG. CORP./

Bv:

Name: Ja/ E Amond

Title:

CFU

WOLO INDUSTRIAL HORN &

SIGNAL, INC.

By

Name: Tay & Amout

Title:

eFU

State of New York, County of Nassau, ss:

On the day of which the individual acted, executed the instrument.

OFFICIAL SEAL*
CHRISTINE M. GERICKE
NOTARY PUBLIC, STATE OF ILLINOIS
WY COMMISSION EXPIRES 10/9/2023

RECORDED: 04/02/2021

Notary Public