Company name: SEMBLANT LIMITED
Company number: 06403652

Received for Electronic Filing: 02/07/2019

Details of Charge

Date of creation: 25/06/2019
Charge code: 0640 3652 0002
Persons entitled: CATHAY BANK
Brief description:

- Contains fixed charge(s).
- Contains negative pledge.

Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.

Authentication of Instrument

Certification statement: I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.
CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: 6403652

Charge code: 0640 3652 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th June 2019 and created by SEMBLANT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd July 2019.

Given at Companies House, Cardiff on 3rd July 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006.
COMMERCIAL SECURITY AGREEMENT

1. THE SECURITY. The undersigned, SEMBLANT LIMITED, a company incorporated in England and Wales with registered number 06403652 ("Grantor"), hereby collaterally assigns and grants to CATHAY BANK, a California banking corporation ("Lender"), as of June 25, 2019, a security interest in and to all assets of Grantor, now owned or hereafter acquired by Grantor, including, without limitation, the following described property (collectively, the “Collateral”):

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles; and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(b) All inventory, including all materials, work in process and finished goods.

(c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by Grantor.

(d) All of Grantor’s deposit accounts with Lender. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

(f) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(g) All negotiable and nonnegotiable documents of title covering any Collateral.

(h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.
(i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral.

(j) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

Notwithstanding the foregoing, the Collateral shall not include: (i) any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise; (ii) any interest of Grantor as a lessee or sublessee under a real property lease; (iii) rights that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction is enforceable under applicable law, including Section 9-406, 9-407, 9-408 and 9-409 of the Code); (iv) any Equipment subject to capital leases permitted under the Loan Agreement; or (v) any interest of Grantor as a lessee under an Equipment lease if Grantor is prohibited by the terms of such lease from granting a security interest in such lease or under which such an assignment or Lien would cause a default to occur under such lease; provided, however, that upon termination of such prohibition, such interest shall immediately become Collateral without any action by Grantor or Lender.

2. THE INDEBTEDNESS. The Collateral secures and will secure (i) all of the Obligations under that certain Second Amended and Restated Loan Agreement dated March 25, 2019 executed by and among Lender, HIZO Hong Kong Limited, a company incorporated under the laws of Hong Kong ("HIZOHK"), and HZO, Inc., a Delaware corporation ("HZO," and together with HIZOHK, each a "Borrower" and collectively, the "Borrowers") (the "Loan Agreement"), and evidenced by, among other things, (i) that certain Revolving Note dated February 4, 2019 (the "Revolving Note"), in the principal amount of $20,000,000.00, executed by Borrowers in favor of Lender, (ii) that certain Amended and Restated Note dated February 4, 2019 (the "Equipment Facility 1 Note") in the principal amount of $14,500,000.00, executed by Borrowers in favor of Lender, and (iii) that certain Equipment Facility 2 Note dated February 4, 2019 (the "Equipment Facility 2 Note," and together with the Revolving Note and the Equipment Facility 1 Note, individually and collectively, the "Note"), in the principal amount of $10,000,000.00, executed by Borrowers in favor of Lender (collectively, the "Indebtedness"). Capitalized terms used but not defined in this Commercial Security Agreement shall have the respective meanings assigned thereto in the Loan Agreement.

3. PLEDGOR’S COVENANTS. Grantor represents, covenants and warrants that unless compliance is waived by Lender in writing:

(a) Grantor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records, in each case except to the extent that a failure to do so would not reasonably be expected to have a Material Adverse Effect.
(b) As of the date hereof, Grantor’s chief executive office is located in the State of Utah. In addition, as of the date hereof Grantor is incorporated in or organized under the laws of England and Wales. Grantor shall give Lender notice at least ten (10) days’ notice before changing its chief executive office or jurisdiction of incorporation or organization.

(c) Grantor will notify Lender in writing prior to any change in Grantor’s legal name in accordance with the notice provisions applicable to Borrowers as described in Section 7.2 of the Loan Agreement.

(d) Unless otherwise agreed and except for Permitted Liens, Grantor has not granted and will not grant any security interest in any of the Collateral except to Lender, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of Lender and Permitted Liens. As used herein, Permitted Liens shall mean:

(i) Liens in favor of Lender;

(ii) Liens incurred pursuant to this Agreement, that certain Trademark, Patent, Copyright and License Security Agreement of even date herewith executed by Grantor in favor of Lender, and that certain Debenture of even date herewith, governed by United Kingdom law, executed by Grantor in favor of Lender;

(iii) Liens (x) upon or in any Equipment (and any accessions, attachments, replacements or improvements thereon) to secure the purchase price of such Equipment or indebtedness (including capital leases) incurred solely for the purpose of financing the acquisition of such Equipment (and any accessions, attachments, replacements or improvements thereon and the proceeds thereof) and (y) existing on any Equipment (and any accessions, attachments, replacements or improvements thereon and the proceeds thereof) at the time of its acquisition, in each case, provided that the Lien is confined solely to the Equipment so acquired and any accessions, attachments, replacements or improvements thereon, and the proceeds of such Equipment (and any accessions, attachments, replacements or improvements thereon and the proceeds thereof);

(iv) Liens for taxes not yet delinquent or being contested in good faith with appropriate reserves;

(v) Liens being terminated substantially concurrently with this Agreement;

(vi) Liens of materialmen, mechanics, warehousemen, carriers, or other similar Liens arising in the ordinary course of business and securing obligations which are not delinquent or are being contested in good faith;
(vii) Liens existing on the Initial Closing Date (as defined in the Loan Agreement) and disclosed on the Disclosure Schedule (as defined in the Loan Agreement);

(viii) Liens expressly subordinated to the Liens in favor of Lender;

(ix) leases or subleases and non-exclusive licenses or sublicenses granted in the ordinary course of business;

(x) bankers' liens, rights of setoff and similar Liens incurred on deposits or securities accounts made in the ordinary course of business to the extent Lender has a security interest in such accounts;

(xi) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default;

(xii) Liens for taxes not at the time delinquent or thereafter payable without penalty or being contested in good faith, provided provision is made to the reasonable satisfaction of Lender for the eventual payment thereof if subsequently found payable;

(xiii) Liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods;

(xiv) Liens on cash collateral maintained in a separate cash collateral account identified as such to Lender securing letters of credit, credit card obligations, and other similar obligations;

(xv) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described in clauses (i), (ii) and (vii) above, provided that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness being extended, renewed or refinanced does not increase;

(xvi) Liens on pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(xvii) Liens on deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature in the ordinary course of business;

(xviii) any interest or title of a lessor or sublessor under any lease of real or personal property;
(xix) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, are not substantial in amount and that do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of Grantor or its Subsidiaries;

(xx) Liens securing Indebtedness or other obligations in an aggregate principal amount not to exceed $500,000 at any time outstanding; and

(xxi) Liens on insurance proceeds in favor of insurance companies granted solely as security for financed premiums.

(e) Grantor will promptly notify Lender in writing of any event which affects the value of the Collateral, the ability of Grantor or Lender to dispose of the Collateral, or the rights and remedies of Lender in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(f) Grantor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect Lender’s security interest solely to the same extent applicable to Borrowers as described under Section 7.4 of the Loan Agreement (collectively, the “Collateral Costs”). Without waiving Grantor’s default for failure to make any such payment, Lender at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. Grantor agrees to reimburse Lender on demand for any Collateral Costs so incurred.

(g) Until Lender exercises its rights to make collection, Grantor will diligently collect all Collateral constituting Accounts consistent with Grantor’s past practice as previously disclosed to Lender.

(h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, Grantor shall promptly deliver such document to Lender, together with any necessary endorsements.

(j) Grantor will maintain and keep in force insurance covering the Collateral that is customary for similarly situated businesses. Such insurance shall require losses to be paid on a replacement cost basis, be issued by insurance companies with an AM Best rating of A- VII or better and include a loss payable endorsement in favor of Lender in a form reasonably acceptable to Lender. Upon the request of Lender, Grantor will deliver to the bank a certificate of insurance listing all insurance in force.
(n) Exhibit “A” to this Agreement is a complete list of all Grantor’s registered patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor. To the extent required by Lender in its discretion, Grantor will promptly notify Lender of any acquisition (by adoption and use, purchase, or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit “A”. Grantor authorizes Lender, without notice to Grantor, to modify this Agreement by amending Exhibit “A” to include any such Collateral.

(o) Grantor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by Grantor in its good faith business judgment. Grantor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than Lender and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral, in each case, where such claims, demands or infringement would reasonably be expected to materially impair the value or use of the Collateral to Grantor or Lender. Grantor will not license or transfer any of the Collateral, except for (a) such licenses or transfers as are made or granted in the ordinary course of Grantor’s business, (b) such licenses or transfers as are made with Lender’s prior written consent, and (c) such licenses or transfers that are not otherwise prohibited by the Loan Agreement.

4. ADDITIONAL OPTIONAL REQUIREMENTS. Grantor agrees that Lender may at its option at any time, whether or not Grantor is in default:

(a) Require Grantor to deliver to Lender information to the extent such information would be required to be delivered by Borrower pursuant to the Loan Agreement.

(b) During normal business hours, from time to time, upon five (5) Business Days’ prior written notice as frequently as Lender reasonably determines, but not more than once per year, (i) examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and (ii) for such purposes enter upon the property where any Collateral or any Books and Records are located. Notwithstanding the foregoing, if an Event of Default (as defined in the Loan Agreement) has occurred and is continuing, Grantor shall, upon request, provide such access to Lender at all times and without advance notice.

(c) Require Grantor to deliver to Lender any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to Lender the proceeds of any such letters of credit.
5. DEFAULTS. Any one or more of the following shall be a default hereunder (each, an “Event of Default”):

(a) Any of the Indebtedness is not paid when due, or any Event of Default (as defined in the Loan Agreement) occurs and is continuing under the Loan Agreement.

(b) Grantor breaches any term, provision, warranty or representation under this Agreement, or under any other obligation of Grantor to Lender under any Other Document to which Grantor is a party, and such breach remains unwaived or uncured after any applicable cure period.

(c) Lender fails to have a first priority security interest in any item of Collateral, except as to items of Collateral which are subject to Permitted Liens.

(d) Dissolution, termination of existence, termination of business, or insolvency of Grantor (except to the extent expressly permitted under Sections 9.6(c) and (h) of the Loan Agreement); or the appointment of a receiver, trustee or custodian, for all or any part of the property of Grantor; or the assignment for the benefit of creditors by, or the commencement of any proceeding by Grantor under any reorganization, bankruptcy, insolvency, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, now or in the future in effect.

(e) [Reserved].

(f) Commencement of any proceeding against Grantor under any reorganization, bankruptcy, insolvency, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, now or in the future in effect, which is not dismissed within sixty (60) days after the date commenced.

(g) Any levy, assessment, attachment, seizure, lien or encumbrance (other than a Permitted Lien) is made on all or any part of the Collateral which is not cured within ten (10) days after the occurrence of the same.

(h) Any warranty, representation, statement, report or certificate made or delivered to Lender by Grantor or any of Grantor’s officers, employees or agents, now or in the future, shall be untrue or misleading when taken together with any other warranties, representations, statements, reports or certificates made or delivered to Lender by Grantor or any of Grantor’s officers, employees or agents, and results in a Material Adverse Effect.

(i) An Event of Default (as defined in the Loan Agreement) occurs under the Loan Agreement.

6. LENDER’S REMEDIES AFTER DEFAULT. Following the occurrence and during the continuance of an Event of Default, Lender may do any one or more of the following, to the extent permitted by law:
(a) Declare any Obligations immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Code and any other applicable law.

(c) Enforce the security interest of Lender in any deposit account of Grantor maintained with Lender by applying such account to the Obligations.

(d) Require Grantor to obtain Lender’s prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.

(e) Require Grantor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to Lender in kind.

(f) Require Grantor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under Lender’s exclusive control.

(g) Require Grantor to assemble the Collateral, including the Books and Records, and make them available to Lender at a place designated by Lender.

(h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of Grantor’s equipment, if Lender deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith Grantor irrevocably authorizes Lender, upon the occurrence and during the continuance of an Event of Default, to endorse or sign Grantor’s name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to Grantor and remove therefrom any payments and proceeds of the Collateral.

(j) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to Grantor.

(k) Use or transfer any of Grantor’s rights and interests in any Intellectual Property now owned or hereafter acquired by Grantor, if Lender deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. Grantor agrees that any such use or transfer shall be without
any additional consideration to Grantor. As used in this paragraph, “Intellectual Property” includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which Grantor has any right or interest, whether by ownership, license, contract or otherwise.

    (l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. Grantor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

    (m) Take such measures as Lender may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and Grantor hereby irrevocably constitutes and appoints Lender as Grantor’s attorney-in-fact effective upon the occurrence and during the continuance of an Event of Default to perform all acts and execute all documents in connection therewith.

    (n) Without notice or demand to Grantor, set off and apply against any and all of the Obligations any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by Lender or any of Lender’s agents or affiliates to or for the credit of the account of Grantor or any guarantor or endorser of Grantor’s Obligations.

    (o) Exercise any other remedies available to Lender at law or in equity.

7. MISCELLANEOUS.

    (a) Any waiver, express or implied, of any provision hereunder and any delay or failure by Lender to enforce any provision shall not preclude Lender from enforcing any such provision thereafter.

    (b) Grantor shall, at the request of Lender, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as Lender may reasonably deem necessary.

    (c) All notes, security agreements, subordination agreements and other documents executed by Grantor or furnished to Lender in connection with this Agreement must be in form and substance satisfactory to Lender.

    (d) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

    (e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial
exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein are used as set forth in the Code.

(g) In the event of any action by Lender to enforce this Agreement or to protect the security interest of Lender in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, in each case, in accordance with the terms hereof, Grantor agrees to pay immediately the costs and expenses thereof, together with reasonable out-of-pocket attorneys’ fees to the extent permitted by law.

(h) In the event Lender seeks to take possession of any or all of the Collateral by judicial process in accordance with the terms hereof, Grantor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action, in each case, to the extent permitted by law.

(i) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between Lender and Grantor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(j) Each of the parties rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by Lender of any of the Indebtedness or the Collateral, Lender thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but Lender shall retain all rights and powers hereby given with respect to any of the Indebtedness or the Collateral not so assigned or transferred. All representations, warranties and agreements of Grantor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of Grantor.

7. **FINAL AGREEMENT.** BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.
IN WITNESS WHEREOF, Grantor has executed this Commercial Security Agreement as of the date set forth above.

GRANTOR:

EXECUTED

By SEMBLANT LIMITED acting by its director in the presence of

Witness's
Signature:
Name: J. Connors Holbrook
Address: 12637 S 265W

Director's
Signature:
Print Name: Glen Marck

Occupation: Courtroom

GRANTOR'S SIGNATURE PAGE TO COMMERCIAL SECURITY AGREEMENT
EXHIBIT “A”
PATENTS, TRADEMARK AND SERVICE MARK REGISTRATIONS, COPYRIGHT REGISTRATIONS, MASK WORK REGISTRATIONS, AND RELATED APPLICATIONS

[ATTACHED]
SCHEDULE A

to the
Trademark, Patent, Copyright and License Security Agreement

Trademarks

United States – 4 Registered Trademarks

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MOBILESHIELD

PLASMASHIELD

SEMBLANT MOBILESHIELD

SEMBLANT
SCHEDULE B

to the
Trademark, Patent, Copyright and License Security Agreement

Copyrights

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## SCHEDULE C

to the
Trademark, Patent, Copyright and License Security Agreement

**Patents**

### United States – 6 Issued/Allowed Patents

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SCHEDULE D

to the
Trademark, Patent, Copyright and License Security Agreement

Patents

United States – 7 Exam/Pending Patents

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RIDERS TO COMMERCIAL SECURITY AGREEMENT BY
NON-BORROWER GRANTOR

This Rider to Commercial Security Agreement by Non-Borrower Grantor is attached to and made a part of that certain Commercial Security Agreement dated June 25, 2019 ("Security Agreement"), executed by SEMBLANT LIMITED, a company incorporated in England and Wales ("Grantor"), in favor of CATHAY BANK, a California banking corporation ("Lender"), as security for the Indebtedness (as defined in the Security Agreement). Capitalized terms not defined herein shall have the meaning ascribed to them in the Security Agreement. Grantor is not liable for the Indebtedness, but Grantor is executing the Security Agreement at the request of and as an accommodation to Borrower. In consideration for the financial accommodations extended by Lender to or at the request of Borrowers, Grantor agrees as follows:

1. At any time, in such manner and from time to time, upon such terms and at such times as it considers best and with or without notice to Grantor, and without affecting Grantor’s continuing liability hereunder, Grantor authorizes Lender to, in each case, in accordance with the terms of the Loan Agreement, (i) change the time or manner of payment of any of the Indebtedness by renewal, extension, acceleration or otherwise, (ii) alter or change any other provision under the Indebtedness including the rate of interest thereon, (iii) accept partial payment on any of the obligations under the Indebtedness, (iv) accept new or additional instruments, agreements or documents relative to any of the obligations under the Indebtedness, (v) release, substitute or add one or more endorsers, cosigners or guarantors therefor, (vi) amend or modify the terms of the Indebtedness, including the maximum liability thereunder, (vii) obtain collateral for the payment of any obligations under the Indebtedness; (viii) waive, release, exchange, substitute, release or modify, in whole or in part, existing or after-acquired collateral securing payment of the obligations under the Indebtedness on such terms as Lender at its sole discretion shall determine, (ix) subordinate payment of all or any part of the obligations under the Indebtedness to other creditors of any Borrower or other persons on such terms as Lender deems appropriate, (x) apply any sums received from any Borrower, endorser or cosigner or from the sale or collection of collateral or its proceeds to any indebtedness whatsoever in any order and regardless of whether or not such indebtedness is secured hereby, is secured by collateral or is due and payable, (xi) apply any sums received from Grantor or from the sale of any collateral under the Security Agreement to any, all, or any portion of the obligations under the Indebtedness in any order regardless of whether said obligations are due and payable, and (xii) exercise any right or remedy it may have with respect to any obligations under the Indebtedness or any collateral securing any such obligations, the Security Agreement or any guaranty, including bidding and purchasing at any sale of any such collateral, and compromising, collecting or otherwise liquidating any collateral or any obligations.

2. To the maximum extent permitted by law, Grantor hereby waives and relinquishes all rights and remedies accorded by applicable law to guarantors generally and agrees not to assert or take advantage of any such rights or remedies, including, without limitation: (a) any right provided by any statute or decision to require Lender to proceed against any Borrower or any other person or to proceed against or exhaust any security held by Lender at any time or to pursue any other remedy in Lender’s power before proceeding against Grantor; (b) any defense
based upon an election of remedies by Lender, including, without limitation, the marshaling of assets (or any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal); and (c) to the extent permitted by applicable law, the benefits of any statutory provision limiting the right of Lender to recover a deficiency judgment, or to otherwise proceed against any person or entity obligated for payment of the Indebtedness, after any foreclosure or trustee’s sale of any security for the Indebtedness.

To the maximum extent permitted by law, Grantor further waives and agrees not to assert or claim at any time any deductions to the amounts secured under the Security Agreement for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by any Borrower, Grantor, or any of them.

3. Grantor acknowledges that Grantor may have certain rights under applicable law which, if not waived by Grantor, might provide Grantor with defenses against Grantor’s liability under the Security Agreement. Among those rights are certain rights of subrogation, reimbursement, indemnification and contribution, and rights provided in sections 2787 to 2855, inclusive, of the California Civil Code (“CC”). Grantor waives (to the maximum extent permitted by law) all of Grantor’s rights of subrogation, reimbursement, indemnification, and contribution, and any other rights and defenses that are or may become available to Grantor by reason of any or all of CC §§ 2787 to 2855, inclusive, including, without limitation, Grantor’s rights:

(a) To require Lender to notify Grantor of any default by any Borrower, provide Grantor with notice of any private or public sale or other disposition of security for the Loan, including any notice of the terms, time and place of any such sale or other disposition, disclose information with respect to the Loan, any Borrower, or any other Grantor, co-signer or endorser, or with respect to any collateral;

(b) That Grantor’s obligation under the Security Agreement must be commensurate with that of Borrowers;

(c) To be discharged due to any disability or defense of Borrower or any other guarantor, endorser or co-signer;

(d) To be discharged if any of the terms, conditions or provisions of the Indebtedness is altered in any respect;

(e) To be discharged upon acceptance by Lender of anything in partial satisfaction of the Loan, and/or if Lender designates the portion of the Indebtedness to be satisfied;

(f) To be discharged upon any modification of the Loan or the release by Lender of any Borrower or any other guarantor, endorser or co-signer;

(g) To require Lender to proceed against or release any Borrower, or any other guarantor, endorser, co-signer, or other person, or to pursue or refrain from pursuing any other remedy in Lender’s power;

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(h) To receive the benefit of or participate in any and all security for repayment and/or performance of the Indebtedness;

(i) To have any security for the Indebtedness first applied to satisfy or discharge the Indebtedness;

(j) That any arbitration award rendered against any Borrower not constitute an award against Grantor;

(k) To be discharged based upon any failure by Lender to perfect or continue perfection of any lien, use due diligence to collect all or any portion of the Indebtedness, or if recovery against any Borrower becomes barred by any statute of limitations, or if any Borrower is not liable for any deficiency after Lender realizes upon any collateral; and

(l) To be discharged due to the release or discharge of any collateral for all or any portion of the Indebtedness or guaranty, or relating to the validity, value or enforceability of any collateral.

To the maximum extent permitted by law, Grantor further waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of the Security Agreement, notices of the existence, creation or incurring of any new or additional obligations, and all other notices and demands of any kind or nature whatsoever except as expressly set forth herein, including, without limiting the generality of the foregoing, notice of the existence, creation or incurring of new or additional obligations or of any action or non-action on the part of any Borrower, Lender, any endorser, any creditor of any Borrower or Grantor under this or any other instrument, or any other person whatsoever, in connection with any obligation or evidence of indebtedness of any Borrower held by Lender as collateral or in connection with any such indebtedness.

4. Grantor, by execution hereof, represents and warrants to Lender that the relationship between Grantor and each Borrower is such that Grantor has access to all relevant facts and information concerning the indebtedness under the Indebtedness and each Borrower, and that Lender can rely upon Grantor having such access. To the maximum extent permitted by law, Grantor waives and agrees not to assert any duty on the part of Lender to disclose to Grantor any facts that it may now or hereafter knows about each Borrower, regardless of whether Lender has reason to believe that any such facts materially increase the risk beyond that which Grantor intends to assume or has reason to believe that such facts are unknown to Grantor or has a reasonable opportunity to communicate such facts to Grantor. Grantor is fully responsible for being and keeping informed of the financial condition of each Borrower and all circumstances bearing on the risk of non-payment of any indebtedness of Borrowers to Lender.

5. Reserved.

6. Grantor shall have no liability under the Indebtedness except to the extent of its interest in the collateral encumbered by the Security Agreement.
7. To the maximum extent permitted by law, Grantor further waives any and all rights to receive any notice of judicial or non-judicial sale or foreclosure of any real or personal property which may be the subject of any deed(s) of trust, mortgage(s) or other documents securing the obligations under the Indebtedness, and Grantor’s failure to receive any such notice shall not impair or affect Grantor’s liability. Notwithstanding any foreclosure of such real or personal property collateral securing the obligations under the Indebtedness, or any other guaranty, whether by the exercise of the power of sale contained therein, by any action for judicial foreclosure, or by any acceptance of a deed or other transfer in lieu of foreclosure, whether or not such method of foreclosure or transfer in lieu of foreclosure was for a consideration equal to or greater than the fair market value of the security property, Grantor shall remain bound under the Security Agreement for the obligations of Borrowers to Lender under the Indebtedness.

8. To the extent the Indebtedness is ever secured in whole or part by real property, Grantor also waives all rights and defenses that Grantor may have because the Borrowers' debt is or may be secured by real property. This means, among other things: (1) Lender may collect from Grantor without first foreclosing on any real or personal property collateral pledged by any Borrower or any other person or entity; (2) If Lender forecloses on any real property collateral pledged by any Borrower or any other person or entity: (A) The amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, (B) Lender may collect from Grantor even if Lender, by foreclosing on the real property collateral, has destroyed any right Grantor may have to collect from any Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Grantor may have because Borrowers’ debt is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses directly or indirectly based upon Sections 580a, 580b, 580d, or 726 of the California Code of Civil Procedure.

HAVING ACKNOWLEDGED THE FOREGOING RIGHTS AND DEFENSES WHICH GRANTOR MAY HAVE AND THE CONSEQUENCES OF WAIVING THE FOREGOING RIGHTS AND DEFENSES, AND GIVING THE FOREGOING AUTHORIZATIONS, GRANTOR HEREBY FURTHER WAIVES ALL RIGHTS AND DEFENSES ARISING OUT OF AN ELECTION OF REMEDIES BY LENDER, EVEN THOUGH THAT ELECTION OF REMEDIES, SUCH AS A NON-JUDICIAL FORECLOSURE WITH RESPECT TO SECURITY FOR A GUARANTEED OBLIGATION, HAS DESTROYED GRANTOR’S RIGHTS OF SUBROGATION AND REIMBURSEMENT AGAINST THE PRINCIPAL BY THE OPERATION OF SECTION 580d OF THE CALIFORNIA CODE OF CIVIL PROCEDURE OR OTHERWISE.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, Grantor has executed this Rider To Security Agreement By Non-Borrower Grantor as of the date set forth above.

GRANTOR:

EXECUTED
By SEMBLANT LIMITED acting by its director in the presence of

Witness's Signature:

Name: J. Cannon Holbrook
Address: 12637 S 265 W

Director's Signature:  
Print Name: Gler Mardel

Occupation: Controller