

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437816

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Todo1 Services, Inc.		08/03/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC BANK USA, N.A.		
<b>Street Address:</b>	4090 NW 97th Avenue		
<b>City:</b>	Doral		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33178		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2990831	TODO1	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026637271		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2026637271		
<b>Email:</b>	thomas.brooke@hkllaw.com		
<b>Correspondent Name:</b>	Thomas W. Brooke		
<b>Address Line 1:</b>	800 17th Street, NW,		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Thomas W. Brooke		
<b>SIGNATURE:</b>	/Thomas W. Brooke/		
<b>DATE SIGNED:</b>	08/03/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2017 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), is made by TODO1 SERVICES, INC., a Delaware corporation ("Debtor") in favor of HSBC BANK USA, N.A., a national banking association ("Lender").

WHEREAS, pursuant to a Loan and Security Agreement dated August 3, 2017 (as amended, restated, modified or supplemented from time to time, the "Security Agreement") and made between Debtor and Lender, Debtor will grant Lender a Secured Interest in U.S. Trademark Registration No. 2,990,831 TODO1;

WHEREAS, Lender shall hold the Secured Interest in the U.S. Trademark Registration No. 2,990,831 pursuant to the terms of the Security Agreement.

NOW, THEREFORE, for value received, and to secure both the U.S. Trademark Registration No. 2,990,831, and the performance of all of Debtor's obligations under Lender, Debtor hereby grants to Lender a security interest in the U.S. Trademark Registration No. 2,990,831, in accordance with the definitions and terms set forth below.

1. Definitions. Capitalized terms used, but not otherwise defined, herein shall have be defined as specified in the Security Agreement.

2. Security Interest. Debtor hereby grants Lender a Secured Interest in U.S. Trademark Registration No. 2,990,831 until such time as the parties reach agreement regarding, and execute and record, a release of such Secured Interest.

3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, and permitted assigns. Lender may at any time assign or transfer any of its rights and/or obligations under this Agreement in accordance with the terms of the Security Agreement.

4. Notices and Correspondence. All notices, requests, demands or other communications to or upon the respective parties hereto shall be made to the parties at their respective addresses set forth below, or at such other addresses as the parties may from time to time specify in writing:

If to Borrower:

Todo1 Services, Inc.  
10451 NW 117th Avenue, Suite 250  
Miami, Florida 33178  
Attention: Juan Carlos Vizcaino, CFO  
Telephone No.: (786) 331-0001 or (305) 283-4456  
Telecopy No.: (786) 331-0005

If to Lender:

HSBC Bank USA, N.A.  
4090 NW 97 Avenue  
Doral, Florida 33178  
Attention: Mee Wong  
Telephone No.: (786) 221-4718  
Telecopy No.: (786) 924-9767

With a copy to:

HSBC Bank USA, N.A.  
Attention: PC Team  
2929 Walden Avenue, Location C-111  
Depew, New York 14043

With a copy to:

Holland & Knight LLP  
50 North Laura Street, Suite 3900  
Jacksonville, Florida 32202  
Attention: Ivan A. Colao, Esq.  
Telephone No.: (904) 798-5488  
Telecopy No.: (904) 358-1872

5. Subrogation and Subordination. Debtor shall not exercise any rights against any other Obligor under the Loan Documents by way of subrogation, exoneration, or otherwise, until the obligations secured hereunder are paid and performed in full. Unless approved in writing in advance by Lender, Debtor will not prove any claim in competition with Lender or its affiliates in bankruptcy or insolvency proceedings of any nature.

6. GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF FLORIDA BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF FLORIDA.

7. CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF FLORIDA. WITHOUT LIMITING THE APPLICABILITY OF ANY OTHER PROVISION OF THE SECURITY AGREEMENT, THE TERMS OF SECTION 11.1 OF THE SECURITY AGREEMENT ARE INCORPORATED HEREIN, MUTATIS MUTANDIS, AND SHALL APPLY TO AND GOVERN THIS AGREEMENT.

8. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement.

9. Waiver of Jury Trial. BY ITS SIGNATURE BELOW WRITTEN EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY

ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10. Savings Provision. Invalidity, unenforceability, or invalidation of any one or more of the provisions of this Agreement for any reason shall in no way affect any other provisions hereof, which other provisions shall remain in full force and effect.

11. Entire Agreement; Modifications. This Agreement and the other Loan Documents contain, or expressly incorporate, the entire agreement of the parties. This Agreement may not be altered or amended except by an agreement in writing, signed by Lender and Debtor. Debtor may not take any action prohibited by this Agreement or any Loan Document unless Debtor obtains Lender's prior written consent for such act or omission.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 3rd day of August.

HSBC Bank USA, N.A., as Lender

By: Mee Wong  
Mee Wong  
Vice President

TODOI Services, Inc., as Debtor  
By: Andres Felipe Uribe  
Andres Felipe Uribe  
Chairman and Chief Executive Officer

**Schedule I**

Trademark

Registration Number

TOD01

2,990,831