

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nectar Services Corp.		04/19/2018	Corporation: DELAWARE
Nectar Holdings, Inc.		04/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ingwe Capital Nectar LLC		
Street Address:	750 Washington Blvd., 10th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3781625	NECTAR	
Registration Number:	3775219		
Registration Number:	4566216	IP CORRELATION ENGINE	
Serial Number:	87633117	EVERY CONVERSATION MATTERS	
CORRESPONDENCE DATA			
Fax Number:	9175223196		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212)735-8796		
Email:	msegui@morrisoncohen.com		
Correspondent Name:	Steven Rockoff		
Address Line 1:	909 Third Avenue		
Address Line 2:	c/o Morrison Cohen LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	025804-0002(SRockoff)		
NAME OF SUBMITTER:	Steven N. Rockoff		
SIGNATURE:	/STEVEN N. ROCKOFF/		
DATE SIGNED:	04/27/2018		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 19, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by Nectar Services Corp., a Delaware corporation (“Services”), and Nectar Holdings, Inc., a Delaware corporation (the “Company” and together with Services, collectively the “Grantors” and each a “Grantor”), in favor of Ingwe Capital Nectar LLC, a Delaware limited liability company (the “Purchaser”).

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement and Security Agreement dated as of April 19, 2018, by and among the Grantors and the Purchaser (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), the Purchaser has agreed to purchase the Note (as defined in the Note Purchase Agreement) from the Company upon the terms and subject to the conditions set forth therein; and pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Purchaser to purchase the Note, the Grantors hereby agree with the Purchaser as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Note Purchase Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Guarantor’s Obligation and the Obligations, as applicable, hereby pledges and hypothecates to the Purchaser, for its benefit, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, excluding any “intent to use” trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (the “Trademark Collateral”):

- (a) all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without

limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Note Purchase Agreement and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Purchaser pursuant to the Note Purchase Agreement and the Grantors hereby acknowledge and agree that the rights and remedies of the Purchaser with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remain Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, but subject to the terms of the Note Purchase Agreement, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations and the Guarantor's Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Purchaser shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law and Jurisdiction. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by Section 9.8 of the Note Purchase Agreement (Governing Law; Consent to Jurisdiction).

[SIGNATURE PAGES FOLLOW]

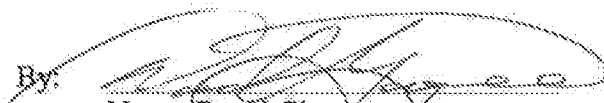
IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NECTAR HOLDINGS, INC.

By: 
Name: David Giangano
Title: Chief Executive Officer

NECTAR SERVICES CORP.

By: 
Name: David Giangano
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 006356 FRAME: 0880

ACCEPTED AND AGREED
as of the date first above written:

INGWE CAPITAL NECTAR LLC
By: INGWE CAPITAL LLC,
Its Managing Member

By:  _____
Name: Henry Klein

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Mark	Reg. No.	Reg. Date
Nectar Holdings, Inc.	“NECTAR”	3,781,625	Apr. 27, 2010
Nectar Holdings, Inc.	“Design (Decorative Semi Circle)” – Prior Design	3,775,219	Apr. 13, 2010
Nectar Holdings, Inc.	“EVERY CONVERSATION MATTERS”	Serial Number: 87633117	Application Date: Oct. 4, 2017
Nectar Holdings, Inc.	IP CORRELATION ENGINE	4566216	Jul. 15, 2014