

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504841

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Reserve, Inc.		01/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bittrex, Inc.		
Street Address:	800 5th Avenue, Ste 4100		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88042564	SUKU	
Serial Number:	87468814	V	
Serial Number:	87464087	ZERV COIN	
Serial Number:	87464082	ZERV	
Serial Number:	87301891	CITIZENS RESERVE	
Serial Number:	87301938	CITIZENS RESERVE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	12134306000		
Email:	lagueda@omm.com		
Correspondent Name:	Herman Cheung		
Address Line 1:	400 South Hope Street, 18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Lisa Agueda, Attorney		
SIGNATURE:	/Lisa Agueda/		
DATE SIGNED:	01/07/2019		
Total Attachments: 5			

CH \$165.00 88042564

source=76592225_Bittrex_trademark security agreement_Fully Executed#page1.tif
source=76592225_Bittrex_trademark security agreement_Fully Executed#page2.tif
source=76592225_Bittrex_trademark security agreement_Fully Executed#page3.tif
source=76592225_Bittrex_trademark security agreement_Fully Executed#page4.tif
source=76592225_Bittrex_trademark security agreement_Fully Executed#page5.tif

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 4, 2019, is made by Citizens Reserve, Inc., a Delaware corporation (the "Grantor"), in favor of Bittrex, Inc., a Delaware corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to the Convertible Loan and Security Agreement, dated as of December 31, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor and the Lender, the Lender has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to extend credit to the Grantor pursuant to the Loan Agreement, the Grantor hereby agrees with the Lender as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (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. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more

fully set forth in the Loan Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any actions that the Grantor, in its reasonable business judgment, determines to be necessary in connection with their Trademark that are subject to a security interest hereunder.

Section 5. 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 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has 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,

Citizens Reserve, Inc., as Grantor

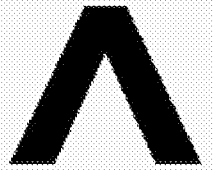
DocuSigned by:
By: Addison McKenzie
Name: Addison McKenzie
Title: President

ACCEPTED AND AGREED
as of the date first above written:

Bittrex, Inc.,
as Lender

DocuSigned by:
By: James Waschak
Name: James Waschak
Title: Chief Operating Officer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Int. Classes</u>	<u>Filing Date</u>	<u>Registration Date</u>
<u>United States</u>	SUKU	App. No. 88042564	9;36;42	7/18/2018	Pending
<u>United States</u>		App. No. 87468814	9; 35; 36; 38; 42	5/30/2017	Pending
<u>United States</u>	ZERV COIN	App. No. 87464087	9; 36; 42	5/25/2017	Pending
<u>United States</u>	ZERV	App. No. 87464082	9; 36; 42	5/25/2017	Pending
<u>United States</u>	CITIZENS RESERVE	App. No. 87301891	9; 36; 42	1/13/2017	Pending
<u>United States</u>	CITIZENS RESERVE	App. No. 87301938	9; 35; 36; 38; 42	1/13/2017	Pending
<u>European Union</u>	ZERV	App. No. 17505934	36; 42	11/22/2017	Pending
<u>Madrid Protocol Designating Switzerland, China, Japan</u>	ZERV	IR - 1388327		11/22/2017	China - Registered Switzerland - Pending Japan - Refused

Schedule 1

[see attached.]

OMM_US:76592225.2

RECORDED: 01/07/2019

**TRADEMARK
REEL: 006518 FRAME: 0933**