

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523836

<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>
Duoline Technologies, Inc.		04/10/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maxtube Funding Luxembourg SARL		
<b>Street Address:</b>	28 Boulevard Royal		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Luxembourg		
<b>State/Country:</b>	LUXEMBOURG		
<b>Postal Code:</b>	L-2449		
<b>Entity Type:</b>	SARL -Société à Responsabilité Limitée. Limited Liability Company.: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2795812	DL-RING	
<b>Registration Number:</b>	1392115	DUOLINE	
<b>Registration Number:</b>	0830371	DUOLINE	
<b>Registration Number:</b>	1392114	RICELINE	
<b>Registration Number:</b>	1907058	RICEWRAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>Email:</b>	colleen.brennan@bakermckenzie.com, rebecca.lederhouse@bakermckenzie.com		
<b>Correspondent Name:</b>	Rebecca Lederhouse		
<b>Address Line 1:</b>	300 East Randolph Street, Suite 5000		
<b>Address Line 2:</b>	Baker & McKenzie LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Rebecca Lederhouse		
<b>SIGNATURE:</b>	/rebecca lederhouse/		
<b>DATE SIGNED:</b>	05/16/2019		

CH \$140.00 2795812

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 10, 2019 (as it may be amended, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entity identified as debtor on the signature page hereto (the "**Debtor**") in favor of Maxtube Funding Luxembourg SARL, as security agent (in such capacity, together with its successors and assigns in such capacity, the "**Security Agent**").

### RECITALS

The Debtor is party to a Security Agreement, dated as of April 10, 2019 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Debtor and the Security Agent, pursuant to which the Debtor granted a security interest to the Security Agent in the Debtor's Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

### AGREEMENT

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees with the Security Agent as follows:

#### 1. Defined terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

#### 2. Grant of security interest in Trademark Collateral

##### 2.1 Grant of security interest

The Debtor hereby grants to the Security Agent, for its benefit and the benefit of the Lenders and the other holders of Secured Obligations, a security interest in and continuing lien on all of the Debtor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"): all United States and foreign trademarks, service marks, business names, trade names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations that have heretofore been or may hereafter be issued thereon (including, without limitation, the registered trademarks and trademark applications listed on Schedule A attached hereto); and all common law and other rights in and to all of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights in and to all of the foregoing; in each of the foregoing cases whether now existing or hereafter created or acquired and wherever located throughout the world.

##### 2.2 Certain limited exclusions

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest

therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**4. Governing law**

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

**5. Counterparts**

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Accordingly, the Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Debtor:  
DUOLINE TECHNOLOGIES, INC.

By: *Richard Morone*  
Name: *RICHARD MORONE*  
Title: *DIRECTOR / Secretary*

Accepted and agreed:

Maxtube Funding Luxembourg SARL, as Security Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accordingly, the Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Debtor:

DUOLINE TECHNOLOGIES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

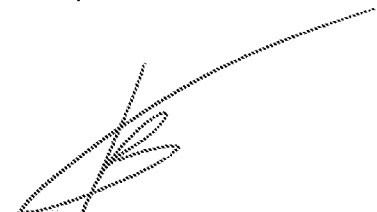
Accepted and agreed:

Maxtube Funding Luxembourg SARL, as Security Agent

By:  \_\_\_\_\_

Name: B. Hestaux \_\_\_\_\_

Title: Manager \_\_\_\_\_

 \_\_\_\_\_  
K. Hestaux  
Manager

**SCHEDULE A**  
**To Trademark Security Agreement**

**Registered trademarks**

<b>Company name held in</b>	<b>Mark</b>	<b>Registration number</b>	<b>Country</b>	<b>Registration date</b>
Duoline Technologies, Inc.	DL-RING	2795812	United States	12/16/2003
Duoline Technologies, Inc.	DUOLINE	1392115	United States	5/6/1986
Duoline Technologies, Inc.	DUOLINE stylized	830371	United States	6/13/1967
Duoline Technologies, Inc.	RICELINE	1392114	United States	5/6/1986
Duoline Technologies, Inc.	RICEWRAP	1907058	United States	7/25/1995

**Trademark applications**

<b>Company name held in</b>	<b>Mark</b>	<b>Application number</b>	<b>Country</b>	<b>Filing date</b>
Duoline Technologies, Inc.	DIF-RING	88/301620	United States	2/14/2019