

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shelfbucks, Inc.		05/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Tom Dammeyer		
Street Address:	4350 La Jolla Village Drive, Suite 3200		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4632255	SHELFBUCKS	
Registration Number:	4632259		
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	05/21/2019		
Total Attachments: 4			
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Trademark Security Agreement

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of May 7, 2019, is made by Shelfbucks, Inc., a Delaware corporation (the “**Company**”) in favor of Tom Dammeyer (“**Representative**”), as representative for the secured parties under the Convertible Note Purchase and Security Agreement referred to below (the “**Secured Parties**”).

WHEREAS, the Company has entered into a Convertible Note Purchase and Security Agreement dated as of May __, 2019 (the “**Convertible Note Purchase and Security Agreement**”) with the Investors (the “**Investors**”) party thereto.

WHEREAS, under the terms of the Convertible Note Purchase and Security Agreement, the Company has granted to the Representative, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Company, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Company hereby pledges and grants to the Representative for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of the Company in, to, and under the following (the “**Trademark Collateral**”):

(a) the trademark registrations set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(b) all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Company authorizes the Commissioner for Trademarks to record and register this Trademark Security Agreement upon request by the Representative.

3. Convertible Note Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Convertible Note Purchase and Security Agreement, which is hereby incorporated by reference. The provisions of the Convertible Note Purchase and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights

and remedies of the Representative with respect to the Trademark Collateral are as provided by the Convertible Note Purchase and Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

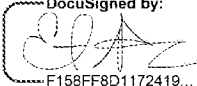
4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart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

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


SHELFBUCKS, INC.
a Delaware corporation

DocuSigned by:

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By: _____
Name: Erik McMillan
Title: CEO

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
SHELFBUCKS	US	4632255	11/04/14
	US	4632259	11/04/14