

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526944

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|---|---|-------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Reliable Silver Corporation | | 06/07/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | People's United Bank, National Association | | |
| Street Address: | 265 Church Street, Suite 701 | | |
| City: | New Haven | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06510 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5333544 | OUR NAME IS OUR PROMISE | |
| Registration Number: | 5204858 | OUR NAME IS OUR PROMISE | |
| Registration Number: | 5217189 | OUR NAME IS OUR PROMISE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8602515211 | | |
| <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: | 860-251-5703 | | |
| Email: | trademarks@goodwin.com | | |
| Correspondent Name: | Barb Villandry, Paralegal | | |
| Address Line 1: | Shipman & Goodwin LLP | | |
| Address Line 2: | One Constitution Plaza | | |
| Address Line 4: | Hartford, CONNECTICUT 06103-1919 | | |
| NAME OF SUBMITTER: | Barb Villandry, Paralegal | | |
| SIGNATURE: | /Barb Villandry/ | | |
| DATE SIGNED: | 06/07/2019 | | |
| Total Attachments: 15 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of June 7, 2019, by and between **RELIABLE SILVER CORPORATION**, a Delaware corporation ("Grantor"), and **PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION**, a national banking association (the "Lender"), is in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein but not defined herein shall have the meaning ascribed thereto in the Loan Agreement), by and between the Grantor and the Lender, pursuant to which the Lender, subject to the terms and conditions contained therein, agreed to make loans or otherwise to extend credit or provide financial accommodations to the Grantor and the Grantor has granted to the Lender a security interest in and to the Collateral, as security for the Obligations; and

WHEREAS, the obligations of the Lender to make Loans is conditioned upon, among other things, the execution and delivery by the Grantor of an agreement in the form hereof, pursuant to which the Grantor confirms its grant of security interest provided in the Loan Agreement and further grants to the Lender a security interest in and to the IP Collateral (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Lender hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect in the State of Connecticut or, when the laws of any other jurisdiction govern the perfection or enforcement of any Lien, the Uniform Commercial Code of such jurisdiction.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of the Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Grantor" shall have the meaning assigned to such term in the preamble of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in SECTION 3 of this Agreement.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to the Grantor of any right under any Intellectual Property.

“Loan Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Patents” shall mean all patents and applications for patents of the Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Section 1.3 of the Loan Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantor to the Lender under the Loan Agreement, and as further security for the prompt payment and performance of all Obligations, the Grantor hereby ratifies such security interest and grants to the Lender a continuing security interest in and Lien upon all of the present and future right, title and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the following property, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;

- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;
- (g) All general intangibles (as defined in the UCC) connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);
- (h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;
- (i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and
- (j) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantor. Except as set forth below in this SECTION 3, the Grantor shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f), (g), (h), (i) and (j) (collectively, the "Intellectual Property"):

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property which is necessary for, or material to, the business of the Grantor and with the processing and prosecution of the Intellectual Property and take all other steps necessary to maintain each registration of such Intellectual Property.
- (b) Take all actions necessary to prevent any of the Intellectual Property which is necessary for, or material to, the business of the Grantor from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) At the Grantor's sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantor's sole cost, expense and risk, take any and all action which the Grantor reasonably deems necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

SECTION 4. Grantor's Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, the Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States Copyrights owned by the Grantor and all Copyright Licenses to which the Grantor is a party as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States Patents owned by the Grantor and all Patent Licenses to which the Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States Trademarks owned by the Grantor and all Trademark Licenses to which the Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property owned by the Grantor is the subject of any licensing or franchise agreement pursuant to which the Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by the Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens and the rights of any licensor under any License.

(f) The Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by the Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property. The Grantor confirms that, to its knowledge, the use by the Grantor of the Intellectual Property does not infringe upon the rights of any Person. To the Grantor's knowledge, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or the Grantor's rights in, any Intellectual Property in any respect.

(g) The Grantor shall give the Lender prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) The Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any registered Intellectual Property (other than the acquisition by the Grantor of the right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(ii) The Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(iii) The Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(iv) The Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property which is necessary for the conduct of its business may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or the Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii), and (iv) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by the Grantor of any additional Intellectual Property, the Grantor shall promptly deliver to the Lender an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Lender to file, at the Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) The Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may request to evidence the Lender's security interest in any IP Collateral (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantor hereby appoints the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantor's Rights To Enforce Intellectual Property. Except following the occurrence and continuation of an Event of Default, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantor provides the Lender with written notice of the Grantor's institution of any legal proceedings to enforce its rights in any Intellectual Property.

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantor, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Lender's Actions To Protect Intellectual Property. In the event of:

(a) the Grantor's failure to observe or perform any of the Grantor's covenants, agreements or other obligations hereunder and such failure continues for ten (10) days after the Grantor's receipt of notice from the Lender of any such breach; and/or

(b) the occurrence and continuance of any other Event of Default,

the Lender, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Lender's own right with respect to the IP Collateral.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of the Lender under the other Loan Documents and at law and in equity, the Lender may exercise all rights and remedies of a secured party under the UCC, with respect to the IP Collateral, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the IP Collateral. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

SECTION 9. Lender As Attorney-In-Fact.

(a) The Grantor hereby irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender), as and for the Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Lender shall have the right, with power of substitution for the Grantor and in the Grantor's name or otherwise, for the use and benefit of the Lender:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of the Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to alleged use has been filed and accepted by the PTO.

(ii) Following the occurrence of any Event of Default, to exercise any of the rights, remedies and powers referenced herein.

(iii) Following the occurrence and during the continuation of any Event of Default, to execute all such instruments, documents, and papers as the Lender determines to be necessary or desirable in connection with the exercise of such rights, remedies and powers and to cause the sale, license, assignment, transfer, or other disposition of the IP Collateral.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the rights, remedies and powers authorized by SECTION 9(a), but if the Lender elects to do any such act or to exercise any of such rights, remedies and powers, it shall not be accountable for more than it actually receives as a result of such exercise of rights, remedies and powers, and shall not be responsible to the Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and non-appealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Lender.

SECTION 10. Lender's Rights. Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights, remedies and powers under this Agreement and the Loan Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest in the Collateral to the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Lender, under the Loan Agreement. All provisions of the Loan Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Lender thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Loan Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. The Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Lender may from time to time request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights, remedies and powers created hereby or the validity or priority of such security interest, including the payment of any fees and Taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein and therein shall terminate when all Obligations have been paid and satisfied in full, at which time the Lender shall execute and deliver to the Grantor, at the Grantor's expense, all UCC termination statements, releases and similar documents that the Grantor shall reasonably request to evidence such termination; provided, however, that (i) the Lender shall not be required to execute any such document on terms which, in its opinion, would, under Applicable Law, expose the Lender to liability or entail any adverse consequence other than the release of such Liens without recourse or warranty, and (ii) the Loan Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored the Lender upon the bankruptcy or reorganization of the Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Lender.

SECTION 14. Choice of Laws. THIS AGREEMENT AND ALL CLAIMS WITH RESPECT THERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

SECTION 15. Waiver of Prejudgment Remedies. EACH PARTY HERETO EXPRESSLY ACKNOWLEDGES THAT THIS AGREEMENT AND EACH TRANSACTION RELATED TO IT IS A "COMMERCIAL TRANSACTION" WITHIN THE MEANING OF CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED. GRANTOR HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON IT UNDER CHAPTER 903a OF SAID STATUTES (OR ANY OTHER FEDERAL OR STATE LAW AFFECTING PREJUDGMENT REMEDIES) TO ANY PRIOR NOTICE OR PRIOR HEARING OR PRIOR COURT ORDER OR THE POSTING OF A BOND PRIOR TO LENDER OBTAINING A

PREJUDGMENT REMEDY. GRANTOR ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY COUNSEL OF ITS CHOICE OR HAS HAD THE OPPORTUNITY TO RETAIN COUNSEL OF ITS CHOICE WITH RESPECT TO THIS TRANSACTION AND THIS AGREEMENT.

SECTION 16. Counterparts; Execution. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Lender has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable Law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

RELIABLE SILVER CORPORATION

By: 
Name: Arlo Ellison
Title: Chief Executive Officer

LENDER:

PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION

By: _____
Name: Jeffery Paz
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006665 FRAME: 0270

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

RELIABLE SILVER CORPORATION

By: _____
Name: Arlo Ellison
Title: Chief Executive Officer

LENDER:

**PEOPLE'S UNITED BANK, NATIONAL
ASSOCIATION**

By: _____
Name: Jeffery Paz
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006665 FRAME: 0271

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations

None

Copyright Licenses

None

EXHIBIT B

List of Patents and Patent Licenses

Patent Registrations

None

Patent Licenses

None

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations

| No. | Mark | Reg. No. | Owner | Status |
|------------|-------------------------|-----------------|-----------------------------|---------------------|
| 1. | OUR NAME IS OUR PROMISE | 5333544 | Reliable Silver Corporation | 11/14/17 registered |
| 2. | OUR NAME IS OUR PROMISE | 5204858 | Reliable Silver Corporation | 5/16/17 registered |
| 3. | OUR NAME IS OUR PROMISE | 5217189 | Reliable Silver Corporation | 6/6/17 registered |

Domain Names

| No. | Domain | Registrant | Exp. Date |
|------------|--------------------|---|------------------|
| 1 | Reliablecorp.com | Domains by Proxy, LLC, but appears to be their site | 5/31/20 |
| 2 | Reliablesilver.com | Reliable Silver Corp | 1/8/21 |

Trademark Licenses

None