

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRAX TECHNOLOGY SOLUTIONS PTE LTD.		05/10/2019	Company: SINGAPORE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88167085	TRAX	
Serial Number:	88167081	TRAX	
Serial Number:	88167075	TRAX	
CORRESPONDENCE DATA			
Fax Number:	9192823941		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Nicholas Nance		
SIGNATURE:	/NicholasNance- TKF/		
DATE SIGNED:	06/24/2019		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 10, 2019 by and between **PACIFIC WESTERN BANK** ("**Bank**") and **TRAX TECHNOLOGY SOLUTIONS PTE LTD.**, a Singapore company ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan

Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

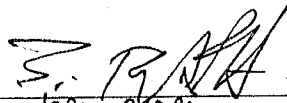
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

**TRAX TECHNOLOGY SOLUTIONS
PTE LTD.**

By 
Name JOEL BAROT
Title DIRECTOR

Address of Grantor:

65 Chulia Street #19-01, OCBC Centre,
Singapore 049513

Bank:

PACIFIC WESTERN BANK

By _____
Name _____
Title _____

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

**TRAX TECHNOLOGY SOLUTIONS
PTE LTD.**

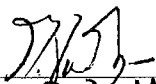
By _____
Name _____
Title _____

Address of Grantor:

65 Chulia Street #19-01, OCBC Centre,
Singapore 049513

Bank:

PACIFIC WESTERN BANK

By  _____
Name A. Star Meares
Title Senior Vice President

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B

PATENTS



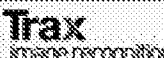





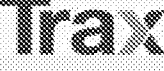



	Country	Appln Number	Filing Date (mm/dd/yyyy)	Title
1	EP	14727260.3	04-24-14	System And Method Of Monitoring Retail Units
	US	14/888,978	04-24-14	System And Method Of Monitoring Retail Units
	PCT	PCT/IL2014/050378	04-24-14	System And Method Of Monitoring Retail Units
	IL	226146	05-05-13	System And Method Of Monitoring Retail Units
2	IL	229806	05-12-13	Fine Grained Recognition Method And System
	PCT	PCT/IL2014/051061	04-12-14	Fine Grained Recognition Method And System
3	US	15/115,381	07-29-16	System And Method For Panoramic Image Processing
	PCT	PCT/IL2015/050070	01-21-15	System And Method For Panoramic Image Processing
4	US	15/616,474	07-06-17	Method And A System For Object Recognition
	EP	15809764.2	01-16-17	A Method And A System For Object Recognition
	IL	233208	06-18-14	A Method And A System For Object Recognition
	US	15/316,657	07-06-15	Method And A System For Object Recognition
	PCT	PCT/IL2015/050576	07-06-15	A Method And A System For Object Recognition
5	US	15/187,276	06-20-16	Method And Device For Panoramic Image Processing
	US	14/151,011	09-01-14	Method And Device For Panoramic Image Processing

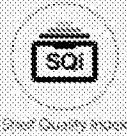
	Country	Appln Number	Filing Date (mm/dd/yyyy)	Title
	PCT	PCT/IL2014/051139	12-31-14	Method And Device For Panoramic Image Processing
6	US	16/310,157	12-14-18	Identifying Products Using A Visual Code
	US	62/356,000	06-29-16	Identifying Products Using A Visual Code
	PCT	PCT/IB2017/000919	06-28-17	Identifying Products Using A Visual Code
7	US	16/244,907	10-01-19	Using Augmented Reality For Image Capturing A Retail Unit
	PCT	PCT/IB2018/001107	05-09-18	Using Augmented Reality For Image Capturing A Retail Unit
	US	62/554,792	06-09-17	Using Augmented Reality For Image Capturing A Retail Unit
8	US			Concept 9024, Camera Configured To Be Mounted To A Retail Store Shelf
	PCT	PCT/US2019/013054	10-01-19	Automatically Monitoring Retail Products Based On Captured Images
9	US			Concept 9025, Monitor shelf with pressure sensors
10	US			Concept 9026, Monitor shelf with light sensors
11	US			Concept 9007, Continuous update of product visual models
12	US			Concept 9018, Selective usage of product models in a product detection system
13	US			Concept 9015, Identifying bottle sizes based on bottle proportions

	Country	Appln Number	Filing Date (mm/dd/yyyy)	Title
14	US			Concept 9019, Using price in visual product recognition
15	US			Concept 9004, Withholding notification due to temporarily misplaced products
16	US			Concept 9012, Withholding alerts due to temporary shelf occlusion
17	US			Concept 9002, Inspect spaces on store shelf to determine whether additional products may be added
18	US			Concept 9010, Prioritizing shelves oriented tasks
19	US			Concept 9023, Monitoring a display and shelf of the same product type
20	US			Concept 9022, Personalized online store inventory based on physical store inventory
21	US			Concept 9009, Comparing shelf turnover to checkout data
22	US	62/727,301	05-09-18	Image Processing Methods And Systems In A Retail Environment
23	US	62/773,427	11-30-18	Image Processing Methods And Systems For Monitoring Fresh Products In A Retail Environment
24	PCT	PCT/IL2014/050377	04-24-14	System And Method Of Retail Image Analysis
	IL	226147	05-05-13	System And Method Of Retail Image Analysis

	Country	Appln Number	Filing Date (mm/dd/yyyy)	Title
25	US	US14/143,221	30-12-13	Device And Method With Orientation Indication
	PCT	PCT/IL2014/051127	25-12-14	Device And Method With Orientation Indication

EXHIBIT C
TRADEMARKS

Country	Trademark	International Classes	Application No	Application Date	Registration No	Registration Date	Next Renewal Due
CHINA	TRAX HEALTH CHECK	5P 9, 35, 42	MM201504411S	09/12/2015	N.A.	N.A.	N.A.
EUROPEAN UNION	TRAX HEALTH CHECK	5P 9, 35, 42	MM201504411S	09/12/2015	1308544	09/12/2015	09/12/2025
SINGAPORE	TRAX HEALTH CHECK	5P 9, 35, 42	40201508383W	09/05/2015	40201508383W	09/05/2015	09/05/2025
UNITED STATES OF AMERICA	TRAX HEALTH CHECK	5P 9, 35, 42	MM201504411S	09/12/2015	5352513	12/12/2017	12/12/2027
WIPO	TRAX HEALTH CHECK	5P 9, 35, 42	MM201504411S	09/12/2015	1308544	09/12/2015	09/12/2025
CHINA		9, 35, 42	MM201709336S	10/02/2017	N.A.	N.A.	N.A.
EUROPEAN UNION		9, 35, 42	MM201709336S	10/02/2017	1347488	10/02/2017	10/02/2027
UNITED STATES OF AMERICA		9, 35, 42	MM201709336S	10/02/2017	5430501	27/03/2018	27/03/2028
WIPO		9, 35, 42	MM201709336S	10/02/2017	1347488	10/02/2017	10/02/2027
SINGAPORE	  (Series of 2 marks)	9, 35, 42	40201507943R	13/05/2015	40201507943R	13/05/2015	13/05/2025
CHINA		9, 35, 42	MM201709335X	10/02/2017	N.A.	N.A.	N.A.
EUROPEAN UNION		9, 35, 42	MM201709335X	10/02/2017	1352610	10/02/2017	10/02/2027
UNITED STATES OF AMERICA		9, 35, 42	MM201709335X	10/02/2017	5430525	27/03/2018	27/03/2028
WIPO		9, 35, 42	MM201709335X	10/02/2017	1352610	10/02/2017	10/02/2027
SINGAPORE	  Trax Logo (Series of 2 marks)	9, 35, 42	40201507934X	13/05/2015	40201507934X	13/05/2015	13/05/2025
Singapore	SHELF PULSE	9, 35, 42	40201800941R	15/1/2018	40201800941R	15/1/2018	15/1/2028

Country	Trademark	International Classes	Application No	Application Date	Registration No	Registration Date	Next Renewal Due
IR designating EU China USA	SHELF PULSE	9.35.42	1422394	29/6/2018	1422394 79240551	29/6/2018 06/29/18	29/6/2028
Singapore	SHELF BLUEPRINT	9.35.42	40201800940T	15/1/2018	40201800940T	15/1/2018	15/1/2028
IR designating EU China USA	SHELF BLUEPRINT	9.35.42	1422186	29/6/2018	1422186 79240473	29/6/2018 06/29/19	29/6/2028
Singapore	SHELF INTELLIGENCE SUITE	9.35.42	40201800938W	15/1/2018	40201800938W	15/1/2018	15/1/2028
IR designating EU China USA	SHELF INTELLIGENCE SUITE	9.35.42	1433882	29/6/2018	1433882 79245271	29/6/2018 06/29/18	29/6/2028
Singapore		9.35.42	40201800937Y	15/1/2018	N.A.	N.A.	N.A.
US	TRAX	42	88167085	24/10.2018	N.A.	N.A.	N.A.
US	TRAX		88167081	24/10/18			
US	TRAX		88167075	24/10/18			

PART II: UNREGISTERED TRADEMARKS

- Trax Retail Execution
- Trax snapshot
- Retail Compass
- Trax Retail Advisory
- Shelf Intelligence Suite by Trax-Nielsen
- Shelf Pulse by Trax-Nielsen – Product
- Shelf Blueprint by Trax-Nielsen- Service
- Trax Retail Watch