

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM534302

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|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Paravel Inc. | | 07/10/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Feenix Venture Partners, LLC | | |
| Street Address: | 777 Third Avenue | | |
| Internal Address: | 17th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87111806 | PARAVEL | |
| Serial Number: | 87240007 | P | |
| Registration Number: | 5658025 | P | |
| Registration Number: | 5658027 | PARAVEL | |
| Serial Number: | 88278710 | P.V.L. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024083141 | | |
| <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: | 2024083141 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | CSC | | |
| Address Line 1: | 1090 Vermont Avenue, NW | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 865320 | | |
| NAME OF SUBMITTER: | Jean Paterson | | |
| SIGNATURE: | /jep/ | | |
| DATE SIGNED: | 07/30/2019 | | |

CH \$140.00 87111806

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of July 18, 2019, is made by **PARAVEL INC.**, a Delaware corporation having an address at 335 Madison Ave., 3rd Floor, New York, New York 10017 (the "*Grantor*"), in favor of **FEENIX VENTURE PARTNERS, LLC**, as administrative agent (including any successor, participant, assignee or transferee thereof, (the "*Secured Party*") for itself and the Lenders (as defined in the Loan Agreement referred to below).

WHEREAS, the Grantor has entered into that certain Loan Agreement, dated as of the date hereof (the "*Loan Agreement*"), with the Secured Party, as a lender;

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreement, the Grantor has executed and delivered to the Secured Party that certain Security Agreement, dated as of the date hereof, made by and among the Grantor and the Secured Party (the "*Security Agreement*"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(a) the trademark registrations and applications 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*"), except that in no event shall a security interest granted under this Trademark Security Agreement attach to any United States intent-to-use trademark applications for registration of a trademark filed prior to a filing of a "Statement of Use" or "Amendment to Alleged Use" pursuant to 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 registrability of such intent-to-use applications or the validity or enforceability of registrations issuing from such applications under applicable federal law;

(b) all rights of any kind whatsoever of the Grantor 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 Accounts, General Intangibles, royalties, fees, income, payments and all other proceeds and products 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 Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Defined Terms.** Any term used herein but otherwise not defined shall have the meaning set forth in §9-102 of the Uniform Commercial Code.

5. **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.

6. **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.

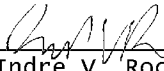
7. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the Grantor 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.

GRANTOR:

PARAVEL, INC., a Delaware corporation

By: 
Name: Indre V. Rockefeller
Title: CEO and President

Agreed to and accepted:

FEENIX VENTURE PARTNERS, LLC,
a Delaware limited liability company,
as Secured Party

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor 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.

GRANTOR:

PARAVEL, INC., a Delaware corporation

By: _____

Name:

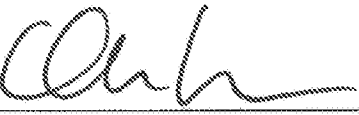
Title:

Agreed to and accepted:

FEENIX VENTURE PARTNERS, LLC,

a Delaware limited liability company,

as Secured Party

By:  _____

Name:

Keith Lee

Title:

Authorized Signatory

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

| Serial Number | Registration Number | Trademark | Filing Date | Registration Date |
|----------------------|----------------------------|------------------|--------------------|--------------------------|
| 87111806 | None | PARAVEL | 7/21/2016 | None |
| 87240007 | None | P | 11/17/2016 | None |
| 87979285 | 5658025 | P | 11/17/2016 | 1/15/2019 |
| 87979289 | 5658027 | PARAVEL | 7/21/2016 | 1/15/2019 |
| 88278710 | None | P.V.L | 1/28/2019 | None |

[Schedule 1 – Trademark Security Agreement]