

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIQUID CAPITAL ENTERPRISES CORP.		08/09/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3103210	LIQUID CAPITAL	
Registration Number:	3188702	LIQUID CAPITAL	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	312-460-5000		
Email:	slott@seyfarth.com		
Correspondent Name:	Stephen D. Lott		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 8000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	057657-000015		
NAME OF SUBMITTER:	Stephen D. Lott		
SIGNATURE:	/Stephen D. Lott/		
DATE SIGNED:	08/13/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of August 9, 2019 (the "Trademark Agreement") is executed by LIQUID CAPITAL ENTERPRISES CORP., an Ontario corporation (the "Assignor"), to and for the benefit of CIBC BANK USA, as administrative agent (the "Administrative Agent") for the lenders (the "Lenders") from time to time party to the Credit Agreement described below.

RECITALS:

A. Pursuant to a Credit Agreement of even date herewith entered into among Assignor, the Administrative Agent as a Lender and Swingline Lender, and the persons designated therein as Loan Parties, the financial institutions that are or may from time to time become parties thereto (including Administrative Agent) (together with their respective successors and permitted assigns, the "Lenders") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") the Administrative Agent and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans and other financial accommodations to Borrower (collectively, the "Credit Facilities"). Capitalized terms used in this Trademark Agreement and not otherwise defined shall have the meanings given to them in the Credit Agreement.

B. In connection with the Credit Agreement, the Assignor and the other Loan Parties executed and delivered to the Administrative Agent that certain General Security Agreement dated as of the date hereof (the "Security Agreement"). Under the terms of the Security Agreement, the Assignor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Assignor, and has agreed to execute and deliver this Trademark Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

C. In connection with the Security Agreement, the Assignor has agreed to this Trademark Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, which are hereby incorporated herein as true, and the mutual promises and agreements contained herein, the Assignor and the Administrative Agent hereby agree as follows:

1. Confirmation of Grant of Security. Assignor hereby confirms the pledge and grant to the Administrative Agent for the benefit of the Lenders a security interest in and to all of the right, title and interest of Assignor in, to and under the following (the "Trademark Collateral"):

(a) the United States 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"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law,

impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Assignor 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. Assignor authorizes the Commissioner for Trademarks to record and register this Trademark Agreement upon request by the Administrative Agent.

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

4. Execution in Counterparts. This Trademark 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 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 Agreement.

5. Successors and Assigns. This Trademark Agreement and all rights and liabilities hereunder and in and to any and all Trademark Collateral shall inure to the benefit of the Administrative Agent and its successors and permitted assigns, and shall be binding on the Assignor, its administrators, successors and assigns.

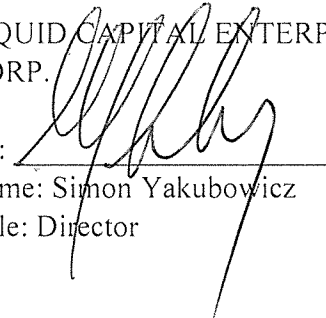
6. Governing Law. This Trademark Agreement has been made and entered into in Ontario and shall be governed by and construed in accordance with the laws of the Province of Ontario.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor 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.

ASSIGNOR:

LIQUID CAPITAL ENTERPRISES
CORP.

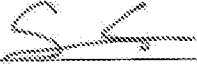
By: 
Name: Simon Yakubowicz
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006719 FRAME: 0367

AGREED TO AND ACCEPTED:

CIBC BANK USA
as Administrative Agent

By: 
Name: Samuel Cristee
Title: Commercial Banking Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006719 FRAME: 0368

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	Registration Date	Registration No
LIQUID CAPITAL	June 13, 2006	3,103,210
LIQUID CAPITAL	December 26, 2006	3,188,702

[Signature Page to Trademark Security Agreement]