

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T3C Inc.		08/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ESW Holdings, Inc.		
Street Address:	401 Congress Avenue, Suite 2650		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87839049	RSI	
Serial Number:	87839047	RSI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6174821776		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A. Mordas		
SIGNATURE:	/Stacey A. Mordas/		
DATE SIGNED:	08/29/2019		
Total Attachments: 10			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 29, 2019, is made by T3C Inc., a Delaware corporation (the “Grantor”), in favor of ESW HOLDINGS, INC., in its capacity as the Lender under the Loan and Security Agreement referred to below (the “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), by and among Grantor, the Guarantors and the Lender, the Lender has agreed to extend credit and make certain financial accommodations to the Grantor; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor is required to execute and deliver this Agreement to the Lender.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, assigns and grants to the Lender and its permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. 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;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. 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.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender, pursuant to the Loan and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interests in all of the Trademarks and Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Loan and Security Agreement, the Loan and Security Agreement shall control. This Agreement shall constitute a Loan Document (as such term is defined in the Loan and Security Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Lender and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Loan and Security Agreement pursuant to the provisions thereof, upon written request of the Grantor, and at the expense of the Grantor, the Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance acceptable to the Lender, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

T3C INC.

By: 

Name: Bert Clement

Title: CEO

[Signature Page to Trademark Security Agreement]

LENDER:

ESW HOLDINGS, INC.,
as the Lender



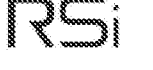
By: *Andrew S Price*
Andrew S Price (Aug 27, 2013)
Name: Andrew S. Price
Title: Chief Financial Officer


[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 006733 FRAME: 0006




SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT



TRADEMARK REGISTRATIONS


GRANTOR/ OWNER/ APPLICANT	TRADEMARK	APP. NO./ REG. NO.	GOODS/SERVICES	FILING DATE/ REGIS- TRATION DATE	GRANTING JURISDICTION
T3C Inc.		Serial No. 87839049	Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses	Filed Mar-19-2018	United States
T3C Inc.		Serial No. 87839047	Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring software for product tracking and product authentication	Filed Mar-19-2018	United States
T3C Inc.		Application No. 001434697 Registration No. 001434697	Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic	Filed Sep-18-2018 Registered Apr-29-2019	European Union (via Madrid Protocol)

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			<p>advertising, promotion and marketing for businesses</p> <p>Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring software for product tracking and product authentication</p>		
T3C Inc.		<p>Application No. 8153926</p> <p>Registration No. 8153926</p>	<p>Class 35: Business-management services, namely, providing information and advice regarding the management and analysis of data and information relating to or gathered via automatic identification; business-management-consulting services relating to pre-sale and point-of-sale product tracking and product authentication and the development and analysis of point-of-sale merchandising programs; consultation services in the fields of strategic promotion, advertising and marketing for businesses; providing a website with information of interest to the fields of automated identification and business-information management</p> <p>Class 41: Training services in the fields of automatic identification, and business-information management, and point-of-sale merchandising programs; training services in the fields of strategic advertising, promotion and</p>	<p>Filed Mar-12-2009</p> <p>Registered Sep-19-2010</p>	European Union

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			<p>marketing for businesses</p> <p>Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification; Application service provider (ASP) featuring software for product tracking and product authentication</p>		
T3C Inc.		<p>Application No. 1434697</p> <p>Registration No. 1434697</p>	<p>Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses</p> <p>Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application</p>	<p>Filed Sep-18-2018</p> <p>Registered Nov-22-2018</p>	<p>Madrid Protocol</p> <p>Designated Jurisdictions: China, European Union, Mexico, Russia, United Kingdom</p>

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			service provider (ASP) featuring software for product tracking and product authentication		
T3C Inc.		Application No. 1434697	Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses	Filed Sep-18-2018	Mexico (via Madrid Protocol)
T3C Inc.		Application No. 1434697	Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring software for product tracking and product authentication	Filed Sep-18-2018	Mexico (via Madrid Protocol)
T3C Inc.		Application No. 1289010 Registration No. 1327747	Class 42: Providing temporary use of non-downloadable software for managing and analyzing data and information relating to or gathered via automatic identification; providing temporary use of non-downloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification; application service	Filed Jul-04-2012 Registered Nov-15-2012	Mexico

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			provider (ASP) featuring software for product tacking and product authentication		
T3C Inc.		Application No. 1434697	<p>Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses</p> <p>Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring software for product tracking and product authentication</p>	Filed Sep-18-2018	Russia (via Madrid Protocol)
T3C Inc.		<p>Application No. 2012722812</p> <p>Registration No. 535917</p>	<p>Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic</p>	<p>Filed Jul-05-2012</p> <p>Registered Mar-02-2015</p>	Russia

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			identification; Application service provider (ASP) featuring software for product tracking and product authentication		
T3C Inc.		Application No. 1434697 Registration No. 1434697	Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring software for product tracking and product authentication	Filed Sep-18-2018 Registered Apr-16-2019	United Kingdom (via Madrid Protocol)

TRADEMARK APPLICATIONS

None.