

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REALTECH HOLDINGS INC.		10/11/2019	Corporation: DELAWARE
SUITEY, INC. D/B/A TRIPLEMINT		10/11/2019	Corporation: DELAWARE
TRIPLEMINT NJ LLC		10/11/2019	Limited Liability Company: DELAWARE
TRIPLEMINT REAL ESTATE LLC		10/11/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	2700 W. Sahara Avenue		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89102		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5456068	TRIPLEMINT	
Registration Number:	5456067	TRIPLEMINT	
Registration Number:	4417525	CHANGING REAL ESTATE FOREVER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Syed Humza Moinuddin		
SIGNATURE:	/Syed Humza Moinuddin/		

OP \$90.00 5456068

DATE SIGNED:

10/11/2019

Total Attachments: 9

source=IP Filing#page1.tif

source=IP Filing#page2.tif

source=IP Filing#page3.tif

source=IP Filing#page4.tif

source=IP Filing#page5.tif

source=IP Filing#page6.tif

source=IP Filing#page7.tif

source=IP Filing#page8.tif

source=IP Filing#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 11, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank") and REALTECH HOLDINGS INC., a Delaware corporation ("Realtech"), SUITEY, INC. D/B/A TRIPLEMINT, a Delaware corporation ("Suitety"), TRIPLEMINT NJ LLC, a New Jersey limited liability company ("Triplemint NJ"), and TRIPLEMINT REAL ESTATE LLC, a Delaware limited liability company ("Real Estate" and, together with Realtech, Suitety and Triplemint NJ, individually and collectively, jointly and severally, the "Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) all license fees and royalties arising from use of the Copyrights, Patents, Trademarks, or Mask Works to the extent permitted by the applicable license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary, "Intellectual Property Collateral" shall not include: (i) any "intent-to-use" trademark at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office, or otherwise or (ii) any contract, instrument or chattel paper in which Grantor has any right, title or interest, if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another party to

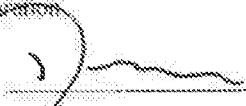
such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (A) such prohibition has been waived by or such other party has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (B) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the Uniform Commercial Code, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Intellectual Property Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, 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 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

REALTECH HOLDINGS INC.,
a Delaware corporation

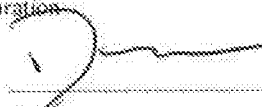
Signature: 
Name: David Walker
Title: President

BANK:

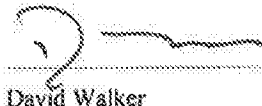
WESTERN ALLIANCE BANK, an Arizona corporation

By: _____
Name: _____
Title: _____


SUITEY, INC. D/B/A TRIPLEMINT,
a Delaware corporation

Signature: 
Name: David Walker
Title: President

TRIPLEMINT NJ LLC,
a New Jersey limited liability company

Signature: 
Name: David Walker
Title: President

TRIPLEMINT REAL ESTATE LLC,
a Delaware limited liability company

Signature: 
Name: David Walker
Title: President

Address for Notices:
c/o RealTech Holdings Inc.
229 West 42nd Street, 22nd Floor
New York, NY 10036
Attn: David Walker, CEO; Phil Lang, COO
Email: philip@triplemint.com

Address for Notices:
Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

[Signature page to IP Security Agreement (Triplemint)]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

REALTECH HOLDINGS INC.,
a Delaware corporation

Signature: _____

Name: _____

Title: _____

SUITEY, INC. D/B/A TRIPLEMINT,
a Delaware corporation

Signature: _____

Name: _____

Title: _____

TRIPLEMINT NJ LLC,
a New Jersey limited liability company

Signature: _____

Name: _____

Title: _____

TRIPLEMINT REAL ESTATE LLC,
a Delaware limited liability company

Signature: _____

Name: _____

Title: _____

Address for Notices:
c/o RealTech Holdings Inc.
229 West 42nd Street, 22nd Floor
New York, NY 10036
Attn: David Walker, CEO; Phil Lang, COO
Email: philip@triplemint.com

BANK:

WESTERN ALLIANCE BANK, an Arizona
corporation

By:  _____

Name: Eoulan P. Carr _____

Title: AVP - Tech. Finance _____

Address for Notices:
Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

