

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HERRMANN GLOBAL, LLC		10/15/2019	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	ESPRESSO CAPITAL LTD.		
Street Address:	Suite 300-8 King Street East		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5C 1B5		
Entity Type:	Limited Corporation: CANADA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3343876	WHOLE BRAIN TECHNOLOGY	
Registration Number:	3422874	WHOLE BRAIN CREATIVITY	
Registration Number:	3339401	WHOLE BRAIN	
Registration Number:	3243939	THE BUSINESS OF THINKING	
Registration Number:	3243946	HERRMANN BRAIN DOMINANCE INSTRUMENT	
Registration Number:	3317364	HERRMANN	
Registration Number:	3317363	HBDI	
Registration Number:	3311874		
Registration Number:	3776400	BRAINBYTES	
Registration Number:	3894542		
Registration Number:	3894545	HBDIINTERACTIVE	
Registration Number:	3887178	THINKING ACCELERATOR	
Registration Number:	4246661		
Registration Number:	4889922	THINKCENTERED	
Registration Number:	3610290	ROI	
Registration Number:	4856188	THINKING AGILITY	
Registration Number:	5667211		
Serial Number:	87910352	DIVERSITY	

OP \$465.00 3343876

CORRESPONDENCE DATA**Fax Number:** 4153918269*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.***Phone:** 415-543-8700**Email:** ipdocket-chi@reedsmith.com**Correspondent Name:** Nicholas Doran**Address Line 1:** 101 Second Street, Suite 1800**Address Line 2:** Reed Smith, LLP**Address Line 4:** San Francisco, CALIFORNIA 94105-3659

NAME OF SUBMITTER:	Nicholas Doran
SIGNATURE:	/Nicholas Doran/
DATE SIGNED:	10/31/2019

Total Attachments: 3

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IP SECURITY AGREEMENT

THIS IP SECURITY AGREEMENT, dated as of October 15, 2019 is made by HERRMANN GLOBAL, LLC (the "**Grantor**"), in favor of ESPRESSO CAPITAL LTD. (the "**Lender**").

WITNESSETH:

WHEREAS, pursuant to the Credit Facility Agreement dated October 15, 2019 (as the same may be modified from time to time, the "**Credit Agreement**") by the Grantor and the Lender, the Lender has agreed to make Advances (as defined in the Credit Agreement) to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is also party to the Security Agreement dated October 15, 2019 (the "**Security Agreement**");

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make Advances to the Grantor thereunder, Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**IP Collateral**"):

(a) all of its trademarks and all intellectual property licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademarks; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its IP Collateral and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

Very truly yours,

HERRMANN GLOBAL, LLC, as Grantor

DocuSigned by:
By Karim Nehdi
Karim Nehdi, CEO

ACCEPTED AND AGREED as of the date first above written:

ESPRESSO CAPITAL LTD., as Lender

DocuSigned by:
By [Signature]
Enio Lazzar, CFO

**Schedule 1
to IP Security Agreement**

TRADEMARK REGISTRATIONS AND PENDING

Trademark	Country	Class/Reg	Altera No.	Status/Effective date of registration
WHOLE BRAIN TECHNOLOGY®	USA		3670.9-US-01	Registered 11/27/2007
WHOLE BRAIN CREATIVITY®	USA		3670.10-US-01	Registered 5/6/2008
WHOLE BRAIN®	USA		3670.11-US-01	Registered 11/20/2007
THE BUSINESS OF THINKING®	USA		3670.12-US-01	Registered 5/22/2007
HERRMANN BRAIN DOMINANCE INSTRUMENT®	USA		3670.13-US-01	Registered 5/22/2007
HERRMANN®	USA		3670.14-US-01	Registered 10/23/2007
HBDI®	USA		3670.15-US-01	Registered 10/23/2007
Four color quadrant (graphic) CIRCLE LOGO	USA		3670.16-US-01	Registered 10/16/2007
BRAINBYTES®	USA		36776400	Registered 4/13/2010
Four color profile background (graphic)	USA		3670.37-US-01	Registered 12/21/2010
HBDIinteractive®	USA		3670.44-US-01	Registered 12/21/2010
THINKING ACCELERATOR®	USA		3670.47-US-01	Registered 12/7/2010
Simple four color quadrant	USA		3670.60-US-01	Registered 11/20/2012
THINKCENTERED	USA		3670.78-US-01	Filed 4/7/2015
ROI	USA	16/35	3670.89-US-01	Registered 4/21/2009
THINKING AGILITY	USA		3670.85-US-01	Registered 7/27/2014
DIVERSITY™	USA	28	3670.32-US-01	Filed 5/7/2018
Logo (graphic)	USA	35,41,42	3670.91-US-01	Registered 1/29/2019