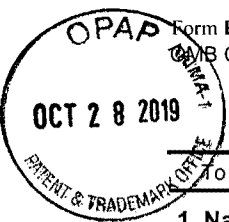


D#

10/31/2019



Form PTO-1594 (Rev. 12-11)
USPTO Collection 0651-0027 (exp. 04/30/2015)



DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORD
TRADEMARKS

103680899

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JPMorgan Chase Bank, N.A., Toronto Branch

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 18, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ETG Commodities Inc.

Street Address: 6601 Goreway Drive, Unit 8

City: Mississauga

State: Ontario

Country: Canada Zip: L4V 1V6

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Canadian
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

88575395, 88575416, 5175349, 5494936

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Norton Rose Fulbright Canada LLP

Internal Address: _____

Street Address: 222 Bay Street, Suite 3000

City: Toronto

State: Ontario Zip: M5K 1E7

Phone Number: 416.216.4092

Docket Number: 1001086809

Email Address: maria.tsetsos@nortonrosefulbright.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Oct 24/19

Date

Maria Tsetsos

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006796 FRAME: 0125

INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this **Agreement**), dated as of October 18, 2019, is made by ETG COMMODITIES INC. (the **Grantor**) in favor of JPMorgan Chase Bank, N.A., Toronto Branch, (the **Secured Party**).

WITNESSETH:

WHEREAS the Grantor is the registered owner of (i) the Canadian trademarks and trademarks applications listed in Schedule "A" hereto (collectively, the **Canadian Trademarks**), and (ii) the United States trademarks and trademarks applications listed in Schedule "B" hereto (collectively, the **US Trademarks** and together with the Canadian Trademarks, the **Intellectual Property**);

WHEREAS the Secured Party and the Grantor have entered into that certain general security agreement dated as of the date hereof as collateral security for the payment and performance of certain obligations as more fully described therein (the **Security Document**), pursuant to which the Grantor granted to the Secured Party a security interest in and to, among other things, the Intellectual Property;

WHEREAS the Grantor and the Secured Party have perfected the Security Document in the Intellectual Property in accordance with applicable law, including the laws of the Province of Ontario; and

WHEREAS the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Security Document and the security created thereunder in the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. The Grantor and the Secured Party hereby confirm that they have entered into the Security Document and that, pursuant to the Security Document, the Grantor has granted to and in favour of the Secured Party a security interest in and to, among other things, the Intellectual Property.
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property are more fully set forth in the Security Document and that in the event of a conflict between the provisions of this Agreement and the provisions of the Security Document, the terms of the Security Document shall control.
3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian Trademarks.
4. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US Trademarks.
5. This 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.
6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflict of law principles.

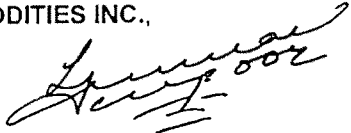
7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

ETG COMMODITIES INC.,
as Grantor

By: _____


Name: Gaurav Kapoor
Title: President

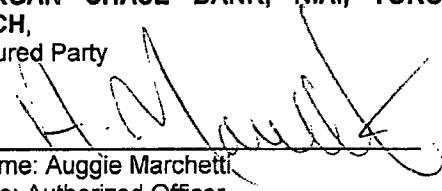
[Signatures continue on next page]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT]

TRADEMARK
REEL: 006796 FRAME: 0128

**JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH,
as Secured Party**

By: _____


Name: Auggie Marchetti
Title: Authorized Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT]

**TRADEMARK
REEL: 006796 FRAME: 0129**




SCHEDULE "A"

CANADIAN TRADEMARKS

Trademark	Registration/Application Date	Registration No./ Application No.
NATURZ	2017-05-03	TMA969811 App. No. 1770973
ETG COMMODITIES LOGO WITH INTERLOCKING LEFT AND RIGHT ARROWS	2017-05-01	TMA969557 App. No. 1770974
NATURZ LOGO WITH CREST, FLOWER/LEAVES, AND IVY PATTERN	2016-05-27	TMA939029 App. No. 1689310
GREAT CHEF & Design	2019-08-08	App. No. 1979790
KITCHEN'S FLAVOUR & Design	2019-08-08	App. No. 1979789

SCHEDULE "B"

UNITED STATES TRADEMARKS

Trademark	Registration/Application Date	Registration No./ Application No.
GREAT CHEF 	2019-08-12	App. Serial No. 88575395
KITCHEN'S FLAVOUR 	2019-08-12	App. Serial No. 88575416
NATURZ TASTE THE BEST 	2017-04-04	Reg. No. 5175349
NATURZ	2018-06-19	Reg. No. 5494936

October 25, 2019

Sent By Courier

U.S. Patent and Trademark Office
Mail Stop: Assignment Recordation Branch
P.O. Box 1450
Alexandria, VA 22313

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, Ontario M5K 1E7 Canada

F: +1 416.216.3930
nortonrosefulbright.com

Maria Tsetsos
+1 416.216.4092
maria.tsetsos@nortonrosefulbright.com

Our reference
1001086809

Dear Sir/Madam:

ETG Commodities Inc. (the Grantor) and JPMorgan Chase Bank, N.,A., Toronto Branch (the Agent) – Intellectual Property Confirmatory Security Agreement

Pursuant to an Intellectual Property Confirmatory Security Agreement entered into by the Grantor and the Agent dated as of October 18, 2019, the Grantor granted a security interest to and in favour of the Agent in the trademarks described in Schedule "A" hereto, as security for the payment to the Agent of any and all indebtedness from time to time of the Grantor to the Agent.

A copy of the Intellectual Property Confirmatory Security Agreement is attached hereto as Schedule "B".

We enclose the Recordation Form Cover Sheet for Trademarks together with a cheque in the amount of \$115.00(US) made to the order of the Director of the U.S. Patent and Trademark Office for the requisite filing fees.

In due course, we look forward to receiving confirmation that the Intellectual Property Confirmatory Security Agreement has been recorded against the American trademarks referenced therein.

Should you have any questions with respect to the foregoing, please do not hesitate to contact the undersigned.

Yours very truly,



Maria Tsetsos
Law Clerk

MT/rr

Enclosure

CAN_DMS: \130163682\1


NORTON ROSE FULBRIGHT
 SCHEDULE "A"

Trademark	Registration/Application Date	Registration No./ Application No.
GREAT CHEF 	2019-08-12	App. Serial No. 88575395
KITCHEN'S FLAVOUR 	2019-08-12	App. Serial No. 88575416
NATURZ TASTE THE BEST 	2017-04-04	Reg. No. 5175349
NATURZ	2018-06-19	Reg. No. 5494936

**INTELLECTUAL PROPERTY CONFIRMATORY AGREEMENT
(ATTACHED)**



United States Patent and Trademark Office

Office of the Chief Financial Officer

Document Code:WFEE

User :77667

Sale Accounting Date:10/31/2019

Sale Item Reference Number
88575395

Effective Date
10/28/2019

Document Number	Fee Code	Fee Code Description	Amount Paid	Payment Method
I20190UB04021764	8521	RECORDING TRADEMARK	\$40.00	Check
I20190UB04021764	8522	ASSIGNMENT PER DOC FOR SECOND & SUBSEQUENT MARKS SAME DOC	\$75.00	Check