

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555810

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Celerant International, Ltd.		12/23/2019	Corporation: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Phyllis Lynn Heiser		
<b>Street Address:</b>	20 Ballard Avenue		
<b>City:</b>	Staten Island		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10312		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88390343	STRATUS ENTERPRISE	
<b>Serial Number:</b>	88390327	STRATUS RETAIL	
<b>Serial Number:</b>	88390312	STRATUS ENTERPRISE	
<b>Serial Number:</b>	88390263	CUMULUS RETAIL	
<b>Serial Number:</b>	88390255	CUMULUS RETAIL	
<b>Serial Number:</b>	88390170	ALWAYS ON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	516-622-9200		
<b>Email:</b>	dvalsamopoulos@westermanllp.com		
<b>Correspondent Name:</b>	Daniel Valsamopoulos, Esg.		
<b>Address Line 1:</b>	1201 RXR Plaza		
<b>Address Line 2:</b>	WBEMZ&S, LLP		
<b>Address Line 4:</b>	Uniondale, NEW YORK 11556		
<b>NAME OF SUBMITTER:</b>	Daniel Valsamopoulos		
<b>SIGNATURE:</b>	/Daniel Valsamopoulos/		
<b>DATE SIGNED:</b>	01/03/2020		

OP \$165.00 88390343

**Total Attachments: 10**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):**

Celerant International, Ltd.

- Individual(s)
- Partnership
- Corporation- State: Ireland
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) December 23, 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: Phyllis Lynn Heiser

Street Address: 20 Ballard Avenue

City: Staten Island

State: New York

Country: USA Zip: 10312

- Individual(s) Citizenship USA
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- 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

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):**

See Attached

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

Name: Daniel Valsamopoulos, Esq.

Internal Address: Westerman Ball Ederer Miller  
Zucker & Sharfstein, LLP

Street Address: 1201 RXR Plaza

City: Uniondale

State: New York Zip: 11556

Phone Number: 516-622-9200

Docket Number: \_\_\_\_\_

Email Address: dvalsamopoulos@westermanllp.com

**6. Total number of applications and registrations involved:**

6

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

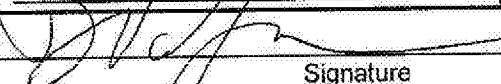
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Daniel Valsamopoulos

Name of Person Signing

December 31, 2019

Date

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

57

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 SECURITY AGREEMENT

WHEREAS, Celerant Technology Corp., a New York corporation ("**CTC**"), Celerant Warranty Services, Inc., a Georgia corporation ("**CWS**"), Quick Charge Services, Inc., a New York corporation ("**QCS**"), Rapid Payment Systems, LLC, a New York limited liability company ("**RPS**"), CAM Commerce USA LLC, a New York limited liability company ("**CAM**"), New Cam Commerce Solutions, LLC, a Delaware limited liability company ("**New CAM**") and Celerant International, Ltd., an Ireland corporation ("**CI**") (each of CTC, CWS, QCS, RPS, CAM, New CAM and CI are sometimes referred to herein as a "**Debtor**" and collectively as the "**Debtors**"), have each issued the Secured Term Promissory Note in the amount of \$3,980,088 (the "**Promissory Note**") to Phyllis Lynn Heiser (the "**Secured Party**"); and

WHEREAS, pursuant to a Security Agreement dated as of December 23, 2019 (as amended or supplemented from time to time in accordance with the terms thereof, the "**Security Agreement**") by the Debtors in favor of the Secured Party the Debtors have granted for the benefit of the Secured Party a continuing security interest in personal property of the Debtors, including all right, title and interest of the Debtors in, to and under the Trademark Collateral (as defined below), to secure the Debtor's secured obligations under the Promissory Note;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtors grant to the Secured Party, to secure the Debtor's obligations under the Promissory Note, a continuing security interest in all of the Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing (collectively, "**Trademarks**");
- (ii) All rights under any written agreement now owned or hereafter acquired by Debtors granting any right to use any Trademark ("**Trademark Licenses**"); and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Debtor

against third parties for past, present or future infringement of any Trademark owned by the Debtor and all rights and benefits of the Debtor under any Trademark License.

The Debtors irrevocably constitute and appoint the Secured Party, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Debtors or in its own name, from time to time, in the Secured Party's discretion, so long as any Event of Default shall have occurred and, if subject to cure under the Promissory Note, remains uncured and is continuing (as defined in the Promissory Note), to take with respect to the Trademark Collateral any and all appropriate action which the Debtors might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement, the Debtors agree not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Debtors to the Secured Party pursuant to the Security Agreement. The Debtors each acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral 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.

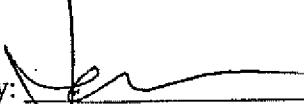
This Agreement and the security interest granted hereunder shall terminate upon the repayment in full of the Promissory Note upon which the Secured Party shall cooperate in the filing of the necessary or appropriate documents and instruments to release the security interest created hereby and will execute and deliver any and all documents and/or instruments reasonably requested by Debtors in connection therewith.

**[Signature Page Follows]**

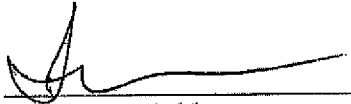
IN WITNESS WHEREOF, the Debtors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized on and effective as of December \_\_, 2019.

**DEBTORS:**

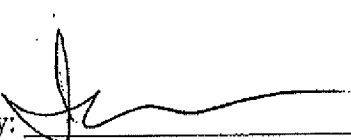
Celerant Technology Corp.

By:   
Name: Ian Goldman  
Title: President

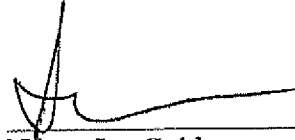
Celerant Warranty Services, Inc.

By:   
Name: Ian Goldman  
Title: President


Quick Charge Services, Inc.

By:   
Name: Ian Goldman  
Title: President

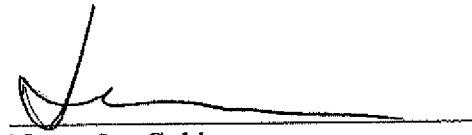
Rapid Payment Systems, LLC

By:   
Name: Ian Goldman  
Title: President

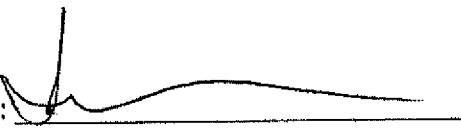
CAM Commerce USA, LLC

By:   
Name: Ian Goldman  
Title: President

Celerant International, Ltd.

By:   
Name: Ian Goldman  
Title: President

New CAM Commerce Solutions, LLC

By:   
Name: Ian Goldman  
Title: President

**SECURED PARTY:**

\_\_\_\_\_  
Phyllis Lynn Heiser

IN WITNESS WHEREOF, the Debtors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized on and effective as of December \_\_, 2019.

**DEBTORS:**

Celerant Technology Corp.

Celerant Warranty Services, Inc.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Quick Charge Services, Inc.

Rapid Payment Systems, LLC

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

CAM Commerce USA, LLC

Celerant International, Ltd.

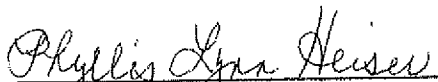
By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

New CAM Commerce Solutions, LLC

By: \_\_\_\_\_  
Name:  
Title:

**SECURED PARTY:**

  
Phyllis Lynn Heiser

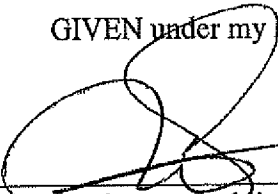
STATE OF \_\_\_\_\_ )

) ss.:

COUNTY OF \_\_\_\_\_ )

I, MUSTAFA ER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JAY GOODMAN PRESIDENT of Celerant Technology Corp. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 18 day of December, 2019.

  
\_\_\_\_\_  
Signature of notary public

**MUSTAFA ER**  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN RICHMOND COUNTY  
NO. 01ER6359350  
MY COMMISSION EXPIRES MAY 30, 2021

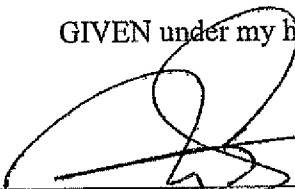
STATE OF \_\_\_\_\_ )

) ss.:

COUNTY OF \_\_\_\_\_ )

I, MUSTAFA ER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JAY GOODMAN PRESIDENT of Celerant Warranty Services, Inc. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 18 day of December, 2019.

  
\_\_\_\_\_  
Signature of notary public

**MUSTAFA ER**  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN RICHMOND COUNTY  
NO. 01ER6359350  
MY COMMISSION EXPIRES MAY 30, 2021

Trademark Security Agreement



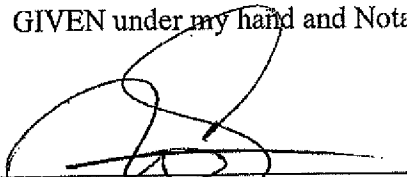
STATE OF \_\_\_\_\_ )

) ss.:

COUNTY OF \_\_\_\_\_ )

I, MUSTAFA ER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that IAN GOODMAN PRESIDENT of Quick Charge Services, Inc. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 18 day of December, 2019.



Signature of notary public

MUSTAFA ER  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN RICHMOND COUNTY  
NO. 01ER8359350  
MY COMMISSION EXPIRES MAY 30, 2021

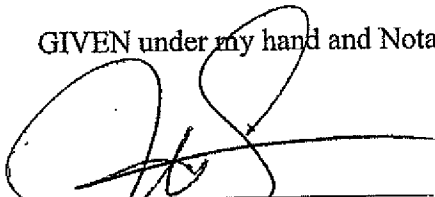
STATE OF \_\_\_\_\_ )

) ss.:

COUNTY OF \_\_\_\_\_ )

I, MUSTAFA ER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that IAN GOODMAN PRESIDENT of Rapid Payment Systems, LLC (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 18 day of December, 2019.



Signature of notary public

MUSTAFA ER  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN RICHMOND COUNTY  
NO. 01ER8359350  
MY COMMISSION EXPIRES MAY 30, 2021

Trademark Security Agreement

TRADEMARK  
REEL: 006830 FRAME: 0470

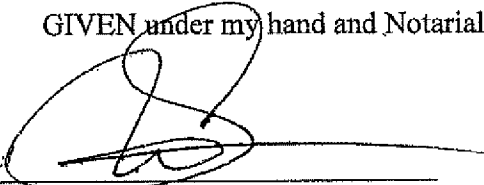
STATE OF \_\_\_\_\_ )

) ss.:

COUNTY OF \_\_\_\_\_ )

I, MUSTAFA ER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JAW GOLDMAN PRESIDENT of CAM Commerce USA, LLC (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 18 day of December, 2019.



Signature of notary public

**MUSTAFA ER**  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN RICHMOND COUNTY  
NO. 01ER8359350  
MY COMMISSION EXPIRES MAY 30, 2021

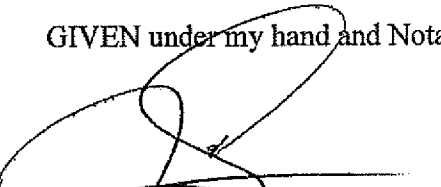
STATE OF \_\_\_\_\_ )

) ss.:

COUNTY OF \_\_\_\_\_ )

I, MUSTAFA ER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JAW GOLDMAN PRESIDENT of Celerant International, Ltd. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 18 day of December, 2019.



Signature of notary public

**MUSTAFA ER**  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN RICHMOND COUNTY  
NO. 01ER8359350  
MY COMMISSION EXPIRES MAY 30, 2021

Trademark Security Agreement

**TRADEMARK**  
**REEL: 006830 FRAME: 0471**

STATE OF \_\_\_\_\_ )

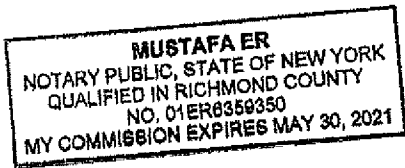
) ss.:

COUNTY OF \_\_\_\_\_ )

I, MUSTAFA ER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JAN LOQUATO PRESIDENT of New CAM Commerce Solutions, LLC (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 18 day of December, 2019.

  
\_\_\_\_\_  
Signature of notary public



Trademark Security Agreement

TRADEMARK  
REEL: 006830 FRAME: 0472

Trademarks:

<b>Trademark</b>	<b>Serial #</b>	<b>File Date</b>	<b>Mark Drawing Code</b>	<b>Register</b>
Stratus Enterprise	88390343	April 17, 2019	(3) Design plus words, letters, and/or numbers	Principal
Stratus Retail	88390327	April 17, 2019	(4) Standard character mark	Principal
Stratus Enterprise	88390312	April 17, 2019	(4) Standard character mark	Principal
Cumulus Retail	88390263	April 17, 2019	(4) Standard character mark	Principal
Cumulus Retail	88390255	April 17, 2019	(3) Design plus words, letters, and/or numbers	Principal
Always On	88390170	April 17, 2019	(4) Standard character mark	Principal