

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556936

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYEDIN SOLUTIONS, INC.		12/17/2019	Corporation: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	4548008	KEYEDIN	
Registration Number:	4543885	K	
Registration Number:	4778253	KONFIGURE	
CORRESPONDENCE DATA			
Fax Number:	4153918269		
<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:	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:	01/07/2020		
Total Attachments: 3			
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IP SECURITY AGREEMENT

THIS IP SECURITY AGREEMENT, dated this 17th day of December 2019 by **KEYEDIN SOLUTIONS, INC.** (the "**Grantor**"), in favor of **ESPRESSO CAPITAL LTD.** (the "**Lender**").

WITNESSETH:

WHEREAS, pursuant to the Credit Facility Agreement dated the 17th day of December 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 a party to the Security Agreement (the "**Security Agreement**") pursuant to which the Grantor is required to execute and deliver this IP 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 Patent 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,

KEYEDIN SOLUTIONS, INC., as Grantor

DocuSigned by:
By Randall Tidwell
Randall Tidwell, CFO

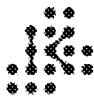
ACCEPTED AND AGREED as of the date first above written:

ESPRESSO CAPITAL LTD., as Lender

DocuSigned by:
By [Signature]
Enio Lazzar, CFO

**Schedule 1
to IP Security Agreement**

WSGR Trademark Report

Country	Trademark	Class	Status Sub-Status	App. Date App. No.	Reg. Date Reg. No.	Case No.	Next Action
Keyedin Solutions, Inc.							
Canada	KEYEDIN		Registered	Jan 30 2012 1561898	Dec 10 2015 TMA523055	57476-TM2001	10 Dec 2035 Next Renewal Due
EUTM	KEYEDIN	9, 35, 42	Registered	Jan 31 2012 10803215	Jun 27 2012 10603215	57476-TM2002	31 Jan 2022 Next Renewal Due
EUTM	KONFIGURE	9, 35, 42	Registered	Aug 26 2014 13200688	Sep 3 2016 13200688	57476-TM2004	28 Aug 2024 Next Renewal Due
United States of America	KEYEDIN	9, 42	Registered	Oct 11 2011 85444244	Jun 10 2014 4548088	57476-TM1001	10 Jun 2020 Sec 8 Affidavit due
United States of America	KILOGO 	9, 42	Registered	Nov 9 2011 85468475	Jun 3 2014 4543685	57476-TM1003	03 Jun 2020 Sec 8 Affidavit due
United States of America	KONFIGURE	42	Registered	Mar 12 2014 88219189	Jul 21 2015 4778253	57476-TM1004	21 Jul 2020 Review for Section 15 Affidavit

WSGR (2020) - 8/10/2020 10:00 AM - 10/10/2020 10:00 AM - 10/10/2020 10:00 AM - 10/10/2020 10:00 AM - 10/10/2020 10:00 AM - 10/10/2020 10:00 AM - 10/10/2020 10:00 AM - 10/10/2020 10:00 AM - 10/10/2020 10:00 AM - 10/10/2020 10:00 AM