

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kateeva, Inc.		01/20/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sino Xin Ji Limited		
Street Address:	18 Harbour Road		
Internal Address:	Suites 5801, 5804-6		
City:	Wanchai		
State/Country:	HONG KONG		
Entity Type:	Limited Partnership: HONG KONG		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77700920	K	
Serial Number:	85342371	K	
Serial Number:	77700872	KATEEVA	
Serial Number:	85342372	KATEEVA	
Serial Number:	86361730	SMART MIXING	
Serial Number:	86123623	YIELDJET	
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:	800-713-0755		
Email:	raven.dodson@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:	Melanie Chan		
SIGNATURE:	/Melanie Chan/		
DATE SIGNED:	01/23/2020		

OP \$165.00 77700920

Total Attachments: 5

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EXHIBIT II

TO THE FIRST LIEN GUARANTEE AND COLLATERAL AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, (this “**Agreement**”) dated as of January 20, 2020, is made by Kateeva, Inc. (the “**Borrower**”) in favor of SINO XIN JI LIMITED (the “**Lender**”). Capitalized terms used herein not otherwise defined herein have the meanings ascribed thereto in the Security Agreement (as defined below).

RECITALS:

WHEREAS, pursuant to that certain Loan Agreement, dated as of January 20, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the “**Loan Agreement**”), by and between the Borrower and the Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrower has agreed, pursuant to a Security Agreement of even date herewith in favor of Lender (and such agreement may be amended, stated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), to secure the Obligations (as defined in the Loan Agreement) of the Borrower; and

WHEREAS, under the terms of each of the Loan Agreement and the Security Agreement, the Borrower has (i) as collateral security for the Obligations, granted to the Lender, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Borrower’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Borrower and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make its extensions of credit to the Borrower thereunder, the Borrower hereby agrees with the Lender as follows:

Grant of Security Interest in IP Collateral. The Borrower, 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 the Borrower, hereby mortgages, pledges and hypothecates to the Lender for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Borrower (the “**IP Collateral**”):

- (a) all of its Patents and all IP Licenses providing for the grant by or to the Borrower of any right under any Patent or Trademark, including, without limitation, those referred to on **Schedule 1** hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; 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;

provided that the IP Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, however, that upon submission and acceptance by the U.S. Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Article 9 Collateral,

Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender for the benefit of the Secured Parties pursuant to the Security Agreement, and the Borrower hereby acknowledges and agrees that the rights and remedies of the Secured Parties 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. In the event of any conflict between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

Borrower Remains Liable. The Borrower hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, the Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with its Patents, Trademarks and IP Licenses subject to a security interest hereunder, consistent with the Borrower's obligation and subject to the limitations otherwise set forth in the Security Agreement.

Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This 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.

[Signature pages follow]

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

KATEEVA, INC.,
as Borrower

By: 
Name: Alain Harrus
Title: Chairman and Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006843 FRAME: 0685

COUNTRY CODE	OWNER	MARK	STATUS	APLN NO	DATE FILED	REG NO	REG DATE	CLASS CODE
US	Kateeva, Inc.	K (STYLIZED)	Registered	77/700,920	Mar 27, 2009	3698378	Oct 20, 2009	042
US	Kateeva, Inc.	K (Stylized)	Registered	85/342,371	Jun 9, 2011	4841594	Oct 27, 2015	002
US	Kateeva, Inc.	KATEEVA	Registered	77/700,872	Mar 27, 2009	3698377	Oct 20, 2009	042
US	Kateeva, Inc.	KATEEVA	Registered	85/342,372	Jun 9, 2011	4841595	Oct 27, 2015	002
US	Kateeva, Inc.	SMART MIXING	Pending	86/361,730	Aug 8, 2014			007
US	Kateeva, Inc.	YIELDJET	Registered	86/123,623	Nov 19, 2013	5241772	Jul 11, 2017	002