

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blueshift Labs, Inc.		03/06/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Espresso Capital Ltd.		
Street Address:	300 - 8 King Street East		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5C 1B5		
Entity Type:	Private Unlimited Company: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5278350	PROGRAMMATIC CRM	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	339935-104		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	03/13/2020		
Total Attachments: 4			
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AGREEMENT

THIS AGREEMENT, dated the 6th day of March 2020 by **BLUESHIFT LABS, INC.** (the "**Grantor**"), in favor of **ESPRESSO CAPITAL LTD.** (the "**Lender**").

WITNESSETH:

WHEREAS, pursuant to the Credit Facility and Credit Agreement dated the 6th day of March 2020 by the Grantor and the Lender (the "**Credit Agreement**") as it may be modified from time to time, the Lender has agreed to make Advances to the Grantor;

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 Credit 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 "**Collateral**");

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

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing

(c) 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 2 to this Agreement;

(d) all renewals and extensions of the foregoing;

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

(f) 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 Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Credit Agreement and the Grantor hereby acknowledges and agrees the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in

the Credit 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 Collateral and intellectual property licenses subject to a security interest hereunder.

Section 5. 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.

Section 6. 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.

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

Very truly yours,

BLUESHIFT LABS, INC., as Grantor

DocuSigned by:
By Vijay Chittoor
Vijay Chittoor, CEO

ACCEPTED AND AGREED as of the date first above written:

ESPRESSO CAPITAL LTD., as Lender

DocuSigned by:
By [Signature]
649DBDA2A61B4A7
Enio Lazzar, CFO

**Schedule 1
to Agreement**

Owner	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date
Chittoor, et al.	Event-based personalized merchandising schemes and applications in messaging	9779443	October 3, 2017

**Schedule 2
to Agreement**

Serial Number	Registration Number	Trademark	Registration Date
87161036	5278350	PROGRAMMATIC CRM	August 29, 2017