

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cupron Inc.		03/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Spotswood Capital, LLC		
Street Address:	300 N. Greene Street		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27401		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3663756	CUPRON	
Registration Number:	5263514	CUPRON	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<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:	8047888200		
Email:	lcouch@huntonak.com		
Correspondent Name:	Hunton Andrews Kurth LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	080266.0000015		
NAME OF SUBMITTER:	David E. Baker		
SIGNATURE:	/David E. Baker/		
DATE SIGNED:	05/19/2020		
Total Attachments: 6			
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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2020 (the "Amendment"), amends that certain Trademark Security Agreement, dated as of August 31, 2016 (the "Trademark Security Agreement"), made by Cupron Inc., a Delaware corporation (the "Grantor"), in favor of Spotswood Capital, LLC, a North Carolina limited liability company, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in that certain Security Agreement dated as of August 31, 2016, between the Grantor and the Collateral Agent for the benefit of the Secured Parties). Capitalized terms used herein without definition are as defined in the Security Agreement.

WHEREAS, the Grantor and Collateral Agent are party to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on or about September 6, 2016 (Frame 0199; Reel 5871); and

WHEREAS, the Grantor and Collateral Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

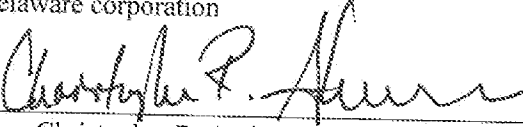
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Collateral Agent agree to amend the Trademark Security Agreement as follows:

1. Grantor and Collateral Agent hereby agree that the Trademark Collateral listed on Schedule I attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto (the "Existing Trademark Collateral") and shall secure all Secured Obligations pursuant to the Security Agreement.
2. Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of Grantor's right, title, and interest in, to, and under the Existing Trademark Collateral; (b) grants, assigns, transfers, and conveys to Collateral Agent continuing security interests in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I attached hereto; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.
4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

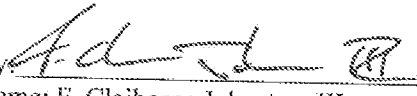
GRANTOR:

CUPRON INC.
a Delaware corporation

By: 
Name: Christopher R. Andrews
Title: Chief Executive Officer

COLLATERAL AGENT:

SPOTSWOOD CAPITAL, LLC
a North Carolina limited liability company

By 
Name: F. Claiborne Johnston, III
Title: Manager

SCHEDULE I
TRADEMARKS

CUPRON TRADEMARK SCHEDULE

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date
CUPRON	Canada	1229092	8/30/2004	693589	8/7/2007
CUPRON	Canada	1806593	10/27/2016		(pending)
CUPRON	China	6077456	5/29/2007	6077456	12/6/2009
CUPRON	China	6077457	5/29/2007	6077457	1/20/2010
CUPRON	China	6077459	5/29/2007	6077459	4/20/2010
CUPRON	China	6077460	5/29/2007	6077460	3/27/2010
CUPRON	China	6077461	5/29/2007	6077461	1/27/2010
CUPRON	China	13459531	10/31/2013	13459531	2/7/2015
CUPRON	China	13459532	10/31/2013	13459532	8/14/2016
CUPRON	China	6077455	5/29/2007	6077455	3/27/2020
CUPRON	China	1326538	7/15/2016	1326538	7/15/2016
CUPRON	Europe	3987591	8/17/2004	3987591	12/10/2009
CUPRON	Europe	1326538	1/5/2017	1326538	7/15/2016
CUPRON	India	1326538	1/5/2017	1326538	7/15/2016
CUPRON	Israel	170782	3/3/2004	170782	4/5/2005
CUPRON	Israel	170783	3/3/2004	170783	4/5/2005
CUPRON	Israel	170784	3/3/2004	170784	4/5/2005
CUPRON	Israel	170785	3/3/2004	170785	6/7/2005
CUPRON	Israel	170786	3/3/2004	170786	4/5/2005
CUPRON	Israel	196209	12/13/2006	196209	12/13/2016
CUPRON	Israel	170781	3/3/2004	170781	3/3/2004
CUPRON	Israel	1326538	7/15/2016	1326538	7/15/2016

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date
CUPRON	Japan	2007-51070	5/23/2007	5354697	9/17/2010
CUPRON	Republic of Korea	40-2007-31584	6/13/2007	40-0767373	11/3/2008
CUPRON	Republic of Korea	40-2007-0031588	5/25/2007	40-0801672	9/23/2009
CUPRON	Republic of Korea	1326538	1/5/2017	1326538	7/15/2016
CUPRON	Mexico	861265	6/13/2007	996157	8/3/2007
CUPRON	Mexico	861269	6/13/2007	996171	8/3/2007
CUPRON	Mexico	861268	6/13/2007	996170	8/3/2007
CUPRON	Mexico	861267	6/13/2007	996169	8/3/2007
CUPRON	Mexico	861270	6/13/2007	996172	8/3/2007
CUPRON	Mexico	861264	6/13/2007	861264	9/25/2007
CUPRON	Mexico	861256	6/13/2007	996158	8/3/2007
CUPRON	Mexico	1326538	7/15/2016	1862865	7/15/2016
CUPRON	Mexico	1326538	7/15/2016	1862866	7/15/2016
CUPRON	Mexico	1326538	7/15/2016	1862867	7/15/2016
CUPRON	Mexico	1326538	7/15/2016	1862868	7/15/2016
CUPRON	Mexico	1326538	7/15/2016	1862860	7/15/2016
CUPRON	India	1560953	5/22/2007	1560953	5/22/2007
CUPRON	Taiwan, Province of China	105062466	4/11/2017	1888225	12/6/2017
CUPRON	United States	78976817	8/30/2004	3663756	8/4/2009
CUPRON	United States	87018081	4/28/2016	5263514	8/15/2017