

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578898

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cortex USA, Inc.		05/28/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	E.K. Professional, LLC		
<b>Street Address:</b>	3465 N. Meridian Avenue		
<b>City:</b>	Miami Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33140		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5885492	BE. PROFESSIONAL	
<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>	9548159335		
<b>Email:</b>	russellhallpa@gmail.com		
<b>Correspondent Name:</b>	Russell Hall		
<b>Address Line 1:</b>	520 SE 5th Avenue		
<b>Address Line 2:</b>	STE 2204		
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33301		
<b>NAME OF SUBMITTER:</b>	Russell Hall		
<b>SIGNATURE:</b>	/russell hall/		
<b>DATE SIGNED:</b>	06/01/2020		
<b>Total Attachments: 4</b>			
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**TRADEMARK  
SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of May 28, 2020 made by Cortex USA, Inc. (the "Pledgor"), in favor of E.K. Professional, LLC (the "Secured Party").

**WITNESSETH:**

WHEREAS, the Pledgor is a party to a Settlement Agreement dated as of May 28, 2020 (the "Agreement") pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement in favor of the Secured Party;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into and perform under the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Pledgor hereby agrees with the Secured Party as follows:

**AGREEMENT**

1. Defined Terms.

Unless otherwise defined herein, terms defined in the Agreement and used herein have the meaning given to them in the Agreement.

2. Grant of Security Interest in Trademark Collateral.

As collateral security for the payment of the Settlement Amount under the Agreement, the Pledgor hereby mortgages to and pledges with the Secured Party and grants to the Secured Party a First Priority Lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) the trademarks of the Pledgor listed on Schedule I attached hereto (the "Trademarks");
- (b) all Goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Assets).

3. Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

EK  
E.K.

4. Termination.

Upon full payment of the Settlement Amount under the Agreement in accordance with its terms, the Secured Party shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

5. Counterparts.

This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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[SIGNATURE PAGE(S) FOLLOW(S)]

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

Very truly yours,

CORTEX USA, INC.,

By: 

Name: Erez Maman

Title: Director

Accepted and Agreed:

E.K. Professional, LLC

By: 

Name: Eyal Kadosh

Title: Manager

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

RegNum	Trademark	Owner	RegDate
5885492	BE PROFESSIONAL	Cortex USA, Inc.	10/15/2019

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