

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T3C INC.		09/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NH EXPANSION CREDIT FUND HOLDINGS LP		
Street Address:	1585 BROADWAY, 39TH FLOOR		
Internal Address:	ATTN: DEBRA ABRAMOVITZ		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87839049	RSI	
Serial Number:	87839047	RSI	
CORRESPONDENCE DATA			
Fax Number:	3102843894		
<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:	4242393744		
Email:	susan.yates@btlaw.com		
Correspondent Name:	Susan Yates		
Address Line 1:	2029 Century Park E Ste 300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Susan Yates		
SIGNATURE:	/Susan Yates/		
DATE SIGNED:	09/11/2020		
Total Attachments: 13			
source=IP Security Agreement (TC3 Inc.)#page1.tif			
source=IP Security Agreement (TC3 Inc.)#page2.tif			
source=IP Security Agreement (TC3 Inc.)#page3.tif			
source=IP Security Agreement (TC3 Inc.)#page4.tif			

OP \$65.00 87839049

source=IP Security Agreement (TC3 Inc.)#page5.tif
source=IP Security Agreement (TC3 Inc.)#page6.tif
source=IP Security Agreement (TC3 Inc.)#page7.tif
source=IP Security Agreement (TC3 Inc.)#page8.tif
source=IP Security Agreement (TC3 Inc.)#page9.tif
source=IP Security Agreement (TC3 Inc.)#page10.tif
source=IP Security Agreement (TC3 Inc.)#page11.tif
source=IP Security Agreement (TC3 Inc.)#page12.tif
source=IP Security Agreement (TC3 Inc.)#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 11, 2020 (the "**Agreement**") between **NH EXPANSION CREDIT FUND HOLDINGS LP** ("**Agent**") and **T3C INC.**, a Delaware corporation, ("**Grantor**") is made with reference to the Note and Warrant Purchase and Security Agreement, dated as of September 11, 2020 (as amended from time to time, the "**NWPSA**"), between Agent, the Holders from time to time party thereto, and Grantor. Terms defined in the NWPSA have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the NWPSA, Grantor grants to Agent a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**, but excluding 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;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Agent with respect to the security interests granted hereunder are in addition to those set forth in the NWPSA, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the NWPSA, or now or hereafter existing at law or

in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

New York law governs this Agreement without regard to principles of conflicts of law. Grantor, Agent and each Holder each submit to the exclusive jurisdiction of the State and Federal courts in New York County, City of New York, New York; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Agent or any Holder from bringing suit or taking other legal action in any other jurisdiction to realize on the Intellectual Property Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Agent or any Holder. Grantor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR, AGENT AND EACH HOLDER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE NOTE DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR ALL PARTIES TO ENTER INTO THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANYWHERE ELSE, EACH PARTY AGREES THAT IT SHALL NOT SEEK FROM ANY OTHER PARTY UNDER ANY THEORY OF LIABILITY (INCLUDING ANY THEORY IN TORTS), ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

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

GRANTOR:

T3C INC., a Delaware corporation

By: 

Name: Dipak Joshi

Title: CEO

Address for Notices:

T3C INC.
100 Century Center Court, Suite 800
San Jose, CA 95112
Attn: Chief Financial Officer
Email: dipak.joshi@retailsolutions.com

LENDER:

NH EXPANSION CREDIT FUND HOLDINGS LP

By: MS Expansion Credit GP, L.P.
Its: General Partner

By: MS Expansion Credit GP Inc.
Its: General Partner

By: _____

Name: William Reiland

Title: Managing Director

Address for Notices:

Attn: Debra Abramovitz
1585 Broadway, 39th Floor
New York, NY 10036

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]
[T3C INC.]

DMS 17916560

TRADEMARK
REEL: 007049 FRAME: 0857

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

GRANTOR:

LENDER:

T3C INC., a Delaware corporation

NH EXPANSION CREDIT FUND HOLDINGS LP

By: _____

By: MS Expansion Credit GP, L.P.
Its: General Partner

Name: _____

By: MS Expansion Credit GP Inc.
Its: General Partner

Title: _____

By:  _____

Address for Notices:

T3C INC.
100 Century Center Court, Suite 800
San Jose, CA 95112
Attn: Chief Financial Officer
Email: dipak.joshi@retailsolutions.com

Name: William Reiland _____

Title: Managing Director _____

Address for Notices:

Attn: Debra Abramovitz
1585 Broadway, 39th Floor
New York, NY 10036

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]
[T3C INC.]

DMS 17916560




EXHIBIT A
COPYRIGHTS


Please Check if No Copyrights Exist


<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS



Please Check if No Trademarks Exist



GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
T3C Inc.		Serial No. 87839049	Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses	Filed Mar-19-2018	United States
T3C Inc.		Serial No. 87839047	Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring software for product tracking and product authentication	Filed Mar-19-2018	United States
T3C Inc.		Application No. 001434697	Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information	Filed Sep-18-2018 Registered Apr-29-2019	European Union (via Madrid Protocol)

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
		Registration No. 001434697	<p>management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses</p> <p>Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring software for product tracking and product authentication</p>		
T3C Inc.		<p>Application No. 8153926</p> <p>Registration No. 8153926</p>	<p>Class 35: Business-management services, namely, providing information and advice regarding the management and analysis of data and information relating to or gathered via automatic identification; business-management-consulting services relating to pre-sale and point-of-sale product tracking and product authentication and the development and analysis of point-of-sale merchandising programs; consultation services in the fields of strategic promotion, advertising and marketing for businesses; providing a website with information of interest to the fields of automated identification</p>	<p>Filed Mar-12-2009</p> <p>Registered Sep-19-2010</p>	European Union

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			<p>and business-information management</p> <p>Class 41: Training services in the fields of automatic identification, and business-information management, and point-of-sale merchandising programs; training services in the fields of strategic advertising, promotion and marketing for businesses</p> <p>Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification; Application service provider (ASP) featuring software for product tracking and product authentication</p>		
T3C Inc.		<p>Application No. 1434697</p> <p>Registration No. 1434697</p>	<p>Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses</p> <p>Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of</p>	<p>Filed Sep-18-2018</p> <p>Registered Nov-22-2018</p>	<p>Madrid Protocol</p> <p>Designated Jurisdictions: China, European Union, Mexico, Russia, United Kingdom</p>

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring software for product tracking and product authentication		
T3C Inc.	RSi	Application No. 1434697	Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses	Filed Sep-18-2018	Mexico (via Madrid Protocol)
T3C Inc.	RSi	Application No. 1434697	Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service	Filed Sep-18-2018	Mexico (via Madrid Protocol)

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			provider (ASP) featuring software for product tracking and product authentication		
T3C Inc.		Application No. 1289010 Registration No. 1327747	Class 42: Providing temporary use of non-downloadable software for managing and analyzing data and information relating to or gathered via automatic identification; providing temporary use of non-downloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification; application service provider (ASP) featuring software for product tracking and product authentication	Filed Jul-04-2012 Registered Nov-15-2012	Mexico
T3C Inc.		Application No. 1434697	Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring	Filed Sep-18-2018	Russia (via Madrid Protocol)

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring software for product tracking and product authentication		
T3C Inc.		Application No. 2012722812 Registration No. 535917	Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification; Application service provider (ASP) featuring software for product tracking and product authentication	Filed Jul-05-2012 Registered Mar-02-2015	Russia
T3C Inc.		Application No. 1434697 Registration No. 1434697	Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use	Filed Sep-18-2018 Registered Apr-16-2019	United Kingdom (via Madrid Protocol)

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring software for product tracking and product authentication		

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>