

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BITACCESS INC.		07/20/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	SILVERPEAK CREDIT PARTNERS, LP		
Street Address:	411 Theodore Fremd Avenue, Suite 206 South		
City:	Rye		
State/Country:	NEW YORK		
Postal Code:	10580		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4880514	BITACCESS	
Serial Number:	90153216	BTM	
CORRESPONDENCE DATA			
Fax Number:	2135965621		
<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:	2135965620		
Email:	trademarkprosecution@zuberlawler.com		
Correspondent Name:	Angela Garcia Medina		
Address Line 1:	350 South Grand Avenue, 32nd Floor		
Address Line 2:	Zuber Lawler LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	3098-1004		
NAME OF SUBMITTER:	Angela Garcia Medina		
SIGNATURE:	/Angela Garcia Medina/		
DATE SIGNED:	08/19/2021		
Total Attachments: 4			
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GRANT OF A SECURITY INTEREST – TRADEMARKS

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of July 20, 2021, by BITACCESS INC. (“Grantor”), in favor of SILVERPEAK CREDIT PARTNERS, LP, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Canadian Security Agreement Supplement, dated as of July 20, 2021, supplementing the Canadian Pledge and Security Agreement, dated December 21, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to Administrative Agent or any Lender Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

In addition to and without limitation of any of the foregoing, this Trademark Security Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 10.13 and 10.14 of the Credit Agreement, *mutatis mutandis*.

This Trademark Security 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Signature Page Follows.]

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

BITACCESS INC.

By: DocuSigned by: Mohammed Adham
Name: Mohammed Adham
Title: Director

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Jurisdiction	Mark	Application Number	Registration Number	Filing Date	Issue Date	Status	Record Owner
United States	Bitaccess	86632424	4880514	May 18, 2015	Jan. 5, 2016	Issued	Bitaccess Inc.
United States	BTM	90153216	N/A	Sept. 2, 2020	N/A	Pending	Bitaccess Inc.