

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684371

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900627722		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citcon USA LLC		06/25/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Espresso Capital Ltd.		
<b>Street Address:</b>	8 King Street East		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5C 1B5		
<b>Entity Type:</b>	Company: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5500846	CITCON	
<b>Registration Number:</b>	5500847	C CITCON	
<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>	(619) 699-2708		
<b>Email:</b>	christian.cruz@us.dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	10/28/2021		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS AGREEMENT** dated with effect June 25, 2021, between **CITCON USA LLC** (“**Borrower**”) and **ESPRESSO CAPITAL LTD.** (“**Espresso**”).

**WHEREAS**, pursuant to the agreement between Borrower and Espresso dated June 24, 2021, as amended, modified, restated, or replaced from time to time, (the “**Loan Facility and Security Agreement**”), Espresso has agreed to provide Borrower with certain financings,

**AND WHEREAS**, Borrower as security for its obligations under the Loan Facility and Security Agreement shall grant a security interest in certain intellectual property of Borrower under this Agreement,

**Borrower, in consideration of the premises and** to induce Espresso to enter into the Loan Facility and Security Agreement and provide financings to Borrower, hereby agrees with Espresso as follows:

**1. Defined Terms.** Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Loan Facility and Security Agreement, and references to Schedule ‘A’ are to the attached Schedule ‘A’.

**2. Grant of Security Interest in the Collateral.** Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Espresso, and grants to Espresso a Lien on and security interest in, all of its right, title and interest in, to and under the following (the “**Collateral**”):

(a) all its patents and all intellectual property licenses providing for the grant by or to such Borrower of any right under any patent, including, without limitation, those referred to in Schedule ‘A’,

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

(c) all its trademarks (except for intent-to-use trademarks and applications therefor) and all intellectual property licenses providing for the grant by or to such Borrower of any right under any trademark, including, without limitation, those referred to in Schedule ‘A’,

(d) all domain names and all intellectual property licenses providing for the grant by or to such Borrower of any right under any domain name, including, without limitation, those referred to in Schedule ‘A’,

(e) all renewals and extensions of the foregoing,

(f) all goodwill of the business connected with the use of, and symbolized by, each such trademark, and

(g) 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.

3. **Loan Facility and Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Espresso pursuant to the Loan Facility and Security Agreement. Borrower hereby acknowledges and agrees the rights and remedies of Espresso with respect to the security interest in the Collateral made and granted by this Agreement are more fully set forth in the Loan Facility and Security Agreement, the terms and provisions of which are incorporated by reference in this Agreement.

4. **Borrower Remains Liable.** Borrower hereby agrees, anything in this Agreement to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral and intellectual property licenses subject to the security interest granted under this Agreement.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. **Governing Law.** This Agreement and the rights and obligations of Borrower and Espresso shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Borrower has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

Citcon USA, LLC

DocuSigned by:  
By Chunbo Huang  
Chunbo Huang, Authorized Signatory

ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd.

DocuSigned by:  
By Enio Lazzer  
Enio Lazzer, COO & CFO

**Schedule 'A'  
to Intellectual Property Security Agreement**

**Patents** (Check if none )

Owner	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date

**Trademarks** (Check if none )

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Citcon USA LLC	Service Mark: CITCON	5500846	June 26, 2018
Citcon USA LLC	Service Mark: C CITCON	5500847	June 26, 2018
Citcon USA LLC	Registered Domain Names: Citcon.com, Citconpay.com, Citconpartner.com, Citco- Inc.com, citcon.cn		

**Copyrights** (Check if none )

Owner	Copyright / Copyright Application	Copyright No. / Application No.	Issue Date / Application Date