

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685489

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
True Fit Corporation		10/25/2021	Corporation:
RECEIVING PARTY DATA			
Name:	ESPRESSO CAPITAL LTD.		
Street Address:	300-8 KING STREET EAST		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5C1B5		
Entity Type:	Limited Company: CANADA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	77983198	TRUE FIT	
Serial Number:	77856317	MY TRUE FIT	
Serial Number:	77862685	FIND YOUR TRUE FIT	
Serial Number:	85192116	TRUE TO YOU	
Serial Number:	85192156	SHOP TRUE TO YOU	
Serial Number:	85192176	BROWSE AND BUY. TRUE TO YOU.	
Serial Number:	85192193	BE TRUE. SHARE TRUE.	
Serial Number:	85412739	TRUE FIT SIZE	
Serial Number:	85412776	TRUE FIT RECOMMENDATION ENGINE	
Serial Number:	85412802	TRUE FIT BRAND ACCELERATOR	
Serial Number:	85645758	T	
Serial Number:	85798495	E-CONFIDENCE	
Serial Number:	87116164	TRUE FIT GENOME	
Serial Number:	86941914	CONFIDENCE ENGINE	
Serial Number:	86941977	DISCOVERY ENGINE	
Serial Number:	87116353	TRUE OMNI	
Serial Number:	86942009	TRUE INSIGHT	
Serial Number:	86942054	T	
Serial Number:	85853230	FIT TO A T	

OP \$515.00 77983198

Property Type	Number	Word Mark
Serial Number:	85853219	KNOW IT FITS BEFORE IT SHIPS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2125490410
Email: shorne@reedsmith.com
Correspondent Name: LEE ANN DILLON
Address Line 1: 599 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Lee Ann Dillon
SIGNATURE:	/Lee Ann Dillon/
DATE SIGNED:	11/03/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT dated with effect October 25, 2021, between **TRUE FIT CORPORATION** (“Borrower”), in favor of **ESPRESSO CAPITAL LTD.** (“Espresso”).

WHEREAS, pursuant to the agreement between Borrower and Espresso dated October 25, 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,

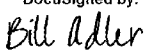
Borrower, in consideration of the premises and to induce Espresso to enter into the Loan Facility and Security Agreement and provide financings to Borrower, hereby agrees with Espresso as follows:

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

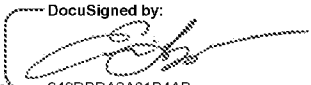
Borrower has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

True Fit Corporation

DocuSigned by:

 By _____
 8F9AE25BE8FB4B7
 Bill Adler, Chief Executive Officer

ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd.




DocuSigned by:

 By _____
 649DBDA2A61B4AB...
 Enio Lazzar, COO & CFO


Schedule 'A'
to Intellectual Property Security Agreement

Patents

Owner	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date
True Fit Corporation	System, Method and Article of Manufacture for Automated Fit and Size Predictions	US Patent 6,665,577	12/16/03
True Fit Corporation	Apparel Size Service	US Patent 7,421,306	9/2/08
True Fit Corporation	System And Method For Comparative Sizing Between A Well-Fitting Source Item And A Target Item	US Patent 8,095,426	1/10/12
True Fit Corporation	System and Method for Providing Consumers With Personalized Information about Products	US Patent 8,762,292	6/24/14
True Fit Corporation	System and Method for Providing Consumers With Personalized Information about Products	Canadian Patent Application No. 2813948	10/21/10
True Fit Corporation	Determining a Likelihood of Suitability Based on Historical Data	Australian Patent No. 2011/282632	5/7/15
True Fit Corporation	Determining a Likelihood of Suitability Based on Historical Data	Chinese Patent No. ZL201180042159.4	8/10/18
True Fit Corporation	Determining a Likelihood of Suitability Based on Historical Data	Hong Kong Patent No. HK1185981	10/4/19
True Fit Corporation	Determining a Likelihood of Suitability Based on Historical Data	Japanese Patent No. 6,578,244	8/30/19
True Fit Corporation	Fit Recommendation Via Collaborative Inference	US Patent 8,478,663	7/2/13

Trademarks

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
True Fit Corporation	TRUE FIT (BLOCK)	11412731	12/10/12
True Fit Corporation	TRUE FIT (BLOCK)	911412731	12/10/12
True Fit Corporation	TRUE FIT (BLOCK)	77/983198	10/23/09
True Fit Corporation	MY TRUE FIT (BLOCK)	77/856317	10/23/09
True Fit Corporation	FIND YOUR TRUE FIT (BLOCK)	77/862685	11/2/09
True Fit Corporation	TRUE TO YOU (BLOCK)	85/192116	12/7/10
True Fit Corporation	SHOP TRUE TO YOU (BLOCK)	85/192156	12/7/10
True Fit Corporation	BROWSE AND BUY. TRUE TO YOU. (BLOCK)	85/192176	12/7/10
True Fit Corporation	BE TRUE. SHARE TRUE. (BLOCK)	85/192193	12/7/10
True Fit Corporation	TRUE FIT SIZE (BLOCK)	85/412739	9/1/11
True Fit Corporation	TRUE FIT RECOMMENDATION ENGINE (BLOCK)	85/412776	9/1/11
True Fit Corporation	TRUE FIT BRAND ACCELERATOR (BLOCK)	85/412802	9/1/11
True Fit Corporation		85/645758	6/7/12
True Fit Corporation		12066015	8/14/13
True Fit Corporation		912066015	8/14/13
True Fit Corporation	E-CONFIDENCE (BLOCK)	85/798495	12/10/12
True Fit Corporation	TRUE FIT GENOME (BLOCK)	87/116164	7/26/16
True Fit Corporation	CONFIDENCE ENGINE (BLOCK)	86/941914	3/16/16
True Fit Corporation	DISCOVERY ENGINE (BLOCK)	86/941977	3/16/16

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
True Fit Corporation	TRUE OMNI (BLOCK)	87/116353	7/26/16
True Fit Corporation	TRUE INSIGHT (BLOCK)	86/942009	3/16/16
True Fit Corporation		86/942054	3/16/16
True Fit Corporation	FIT TO A T (BLOCK)	85/853230	2/19/13
True Fit Corporation	KNOW IT FITS BEFORE IT SHIPS (BLOCK)	85/853219	2/19/13