

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM720958

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRANSIFEX OPCO LLC		04/12/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ESPRESSO CAPITAL LTD.		
<b>Street Address:</b>	300-8 KING STREET EAST		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5C1B5		
<b>Entity Type:</b>	LIMITED COMPANY: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4926107	TRANSIFEX	
<b>Registration Number:</b>	4926108	TRANSIFEX LIVE	
<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>	2125490410		
<b>Email:</b>	shorne@reedsmith.com		
<b>Correspondent Name:</b>	LEE ANN DILLON		
<b>Address Line 1:</b>	599 lexington avenue		
<b>Address Line 4:</b>	new york, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	LEE ANN DILLON		
<b>SIGNATURE:</b>	/LEE ANN DILLON/		
<b>DATE SIGNED:</b>	04/13/2022		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 12, 2022 (the "**Agreement**") between **ESPRESSO CAPITAL LTD.** ("**Lender**") and **TRANSIFEX OPCO LLC**, a Delaware limited liability company ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of April 12, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among, *inter alios*, Lender and Grantor. Terms defined in the Loan Agreement 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 Loan Agreement, Grantor grants to Lender 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**;

(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 Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

*[Signatures on following page.]*

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

**GRANTOR:**

**TRANSIFEX OPCO LLC,**  
a Delaware limited liability company

DocuSigned by:  
By: Christopher R Reese  
CCB27E79165F443...

Name: Christopher R Reese

Title: CEO

Address for Notices:

TRANSIFEX OPCO LLC  
222-17 East Monroe Street  
Chicago, IL 60603  
Attn: CEO  
Email: chris@parc-partners.com

**LENDER:**

**ESPRESSO CAPITAL LTD.,**  
an Ontario corporation

DocuSigned by:  
By: [Signature]  
049DBDA2A01B4AB...

Name: Enio Lazzer

Title: COO & CFO

Address for Notices:

ESPRESSO CAPITAL LTD.  
300-8 King Street East  
Toronto, Ontario M5C 1B5  
Attn: Legal Department  
Email: martin@espressocapital.com

[Signature Page to Intellectual Property Security Agreement]

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist X

<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

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
TRANSIFEX		4926107		March 29, 2016
TRANSIFEX LIVE		4,926,108		March 29, 2016
TRANSIFEX		European Application No. 018464231		January 6, 2022

**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist X

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