

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731848

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUCTO CANADA INC.		05/31/2022	Corporation: CANADA
AUCTO INC.		05/31/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Top Corner Capital LP		
Street Address:	1325 Howard Ave., Suite 430		
City:	Burlingame		
State/Country:	CALIFORNIA		
Postal Code:	94010		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6592555	AUCTO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	06/01/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 31, 2022 by and between AUCTO INC., a Delaware corporation (“Parent”), AUCTO CANADA INC., an Ontario corporation formerly known as 2386014 Ontario Inc. (“Aucto Canada”) and TOP CORNER CAPITAL LP, a Delaware limited partnership (“Lender”). Each of Parent and Aucto Canada are also referred to herein as a “Grantor”.

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantors under that certain Loan and Security Agreement by and between Lender and Grantors dated of even date herewith and as amended from time to time (the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Grantors have granted to Lender a security interest in its personal property.

NOW, THEREFORE, Grantors agree as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Lender, each Grantor grants to Lender a security interest in all of such Grantor’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Grantors represent and warrant that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which a Grantor, as of the date hereof, has registered or filed an application with either the Canadian Intellectual Property Office, the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is executed and delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file or electronic signature complying with the U.S. federal ESIGN Act of 2000, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” or electronic signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantors:

1700 Montgomery St., Suite 108
San Francisco, CA, 94111
Attn: Jamil Rahman, CEO

GRANTORS:

AUCTO INC.

DocuSigned by:
By: Jamil Rahman
Name: Jamil Rahman
Title: CEO

AUCTO CANADA, INC.

DocuSigned by:
By: Jamil Rahman
Name: Jamil Rahman
Title: CEO

Address of Lender:

1325 Howard Ave., Suite 430
Burlingame, CA 94010
Attn: Patrick C. Lee

LENDER:

TOP CORNER CAPITAL LP

DocuSigned by:
By: Patrick C. Lee
Name: Patrick C. Lee
Title: Managing Partner