

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRANSOCEAN RESOURCES MANAGEMENT, INC.		06/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	2029 Century Park East, 38th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88881407	YAMI	
Serial Number:	86584674	YAMIBUY	
Serial Number:	88209059		
Serial Number:	87238268	YBOX	
Serial Number:	88881400	YAMI FRESH	
Serial Number:	90590813	Y.	
Serial Number:	90590805	Y.	
Serial Number:	90590818	YAMI	
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:	2024547625		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Julia Birgen		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1719096		

OP \$215.00 88881407

NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	06/29/2022
Total Attachments: 10 source=JPM_Transocean Resources Management_ IP Security (EXECUTED)#page1.tif source=JPM_Transocean Resources Management_ IP Security (EXECUTED)#page2.tif source=JPM_Transocean Resources Management_ IP Security (EXECUTED)#page3.tif source=JPM_Transocean Resources Management_ IP Security (EXECUTED)#page4.tif source=JPM_Transocean Resources Management_ IP Security (EXECUTED)#page5.tif source=JPM_Transocean Resources Management_ IP Security (EXECUTED)#page6.tif source=JPM_Transocean Resources Management_ IP Security (EXECUTED)#page7.tif source=JPM_Transocean Resources Management_ IP Security (EXECUTED)#page8.tif source=JPM_Transocean Resources Management_ IP Security (EXECUTED)#page9.tif source=JPM_Transocean Resources Management_ IP Security (EXECUTED)#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of June 28, 2022, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and TRANSOCEAN RESOURCES MANAGEMENT, INC., a Delaware corporation, and the other Loan Parties (as defined in the Credit Agreement defined below) (each a “Grantor” and collectively, the “Grantors”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit and Security Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of each Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Lender a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Each Grantor grants and pledges to Lender a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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 such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements 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) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All 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.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Each Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such 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 Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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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.

GRANTORS:

Address:

Transocean Management Resources, Inc.
140 South State College Blvd., Ste 300.
Brea, CA 92821-5850
Attention: Alex Zhou
Email: alexzhou@yamibuy.com

**TRANSOCEAN RESOURCES
MANAGEMENT , INC.**

By: *Alex Zhou*

Name: Alex Zhou

Title: Chief Executive Officer

LENDER:

Address:

JPMorgan Chase Bank, N.A.
2029 Century Park East, 38th Floor
Los Angeles, CA 90067
Attention: Cameron Gray
Email: cameron.gray@jpmorgan.com

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

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.

GRANTORS:

Address:

Transocean Management Resources, Inc.
140 South State College Blvd., Ste 300.
Brea, CA 92821-5850
Attention: Alex Zhou
Email: alexzhou@yamibuy.com

**TRANSOCEAN RESOURCES
MANAGEMENT , INC.**

By: _____

Name: _____

Title: _____

LENDER:

Address:

JPMorgan Chase Bank, N.A.
2029 Century Park East, 38th Floor
Los Angeles, CA 90067
Attention: Cameron Gray
Email: cameron.gray@jpmorgan.com

JPMORGAN CHASE BANK, N.A.

By: Cameron Gray

Name: Cameron Gray

Title: Authorized Officer

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
Yamibuy_Productphoto_2020_01. [Group registration of published photographs: 750 photographs. 2020-01-01 to 2020-02-15]	VA0002226739	2020-12-07
Yamibuy_Productphoto_2020_02. [Group registration of published photographs: 750 photographs. 2020-02-01 to 2020-02-28]	VA0002227017	2020-12-07
Yamibuy_Productphoto_2020_03_01. [Group registration of published photographs: 750 photographs. 2020-03-01 to 2020-03-10]	VA0002227018	2020-12-07
Yamibuy_Productphoto_2020_03_02. [Group registration of published photographs: 750 photographs. 2020-03-10 to 2020-03-20]	VA0002226800	2020-12-07
Yamibuy_Productphoto_2020_03_03. [Group registration of published photographs: 750 photographs. 2020-03-20 to 2020-03-30]	VA0002226785	2020-12-07
Yamibuy_Productphoto_2020_04_01. [Group registration of published photographs: 750 photographs. 2020-04-01 to 2020-04-10]	VA0002226734	2020-12-07
Yamibuy_Productphoto_2020_04_02. [Group registration of published photographs: 750 photographs. 2020-04-10 to 2020-04-20]	VA0002226793	2020-12-07

Yamibuy_Productphoto_2020_04_03. [Group registration of published photographs. 750 photographs. 2020-04-20 to 2020-04-30]	VA0002226791	2020-12-07
Yamibuy_Productphoto_2020_05_01. [Group registration of published photographs. 750 photographs. 2020-05-01 to 2020-05-10]	VA0002226790	2020-12-07
Yamibuy_Productphoto_2020_05_02. [Group registration of published photographs. 750 photographs. 2020-05-10 to 2020-05-20]	VA0002226788	2020-12-07
Yamibuy_Productphoto_2020_05_03. [Group registration of published photographs. 750 photographs. 2020-05-15 to 2020-05-20]	VA0002226768	2020-12-07
Yamibuy_Productphoto_2020_05_04. [Group registration of published photographs. 750 photographs. 2020-05-20 to 2020-05-31]	VA0002226767	2020-12-07
Yamibuy_Productphoto_2020_06_01. [Group registration of published photographs. 750 photographs. 2020-06-01 to 2020-06-10]	VA0002226764	2020-12-07
Yamibuy_Productphoto_2020_06_02. [Group registration of published photographs. 750 photographs. 2020-06-10 to 2020-06-20]	VA0002231619	2020-11-23
Yamibuy_Productphoto_2020_06_03. [Group registration of published photographs. 750 photographs. 2020-06-20 to 2020-06-30]	VA0002226755	2020-12-07
Yamibuy_Productphoto_2020_07_01. [Group registration of published photographs. 750 photographs. 2020-07-01 to 2020-07-05]	VA0002226967	2020-12-07
Yamibuy_Productphoto_2020_07_02. [Group registration of published photographs. 750 photographs. 2020-07-05 to 2020-07-10]	VA0002226963	2020-12-07

Yamibuy_Productphoto_2020_07_03. [Group registration of published photographs. 750 photographs. 2020-07-10 to 2020-07-15]	VA0002226965	2020-12-07
Yamibuy_Productphoto_2020_07_04. [Group registration of published photographs. 750 photographs. 2020-07-15 to 2020-07-20]	VA0002227015	2020-12-07
Yamibuy_Productphoto_2020_07_05. [Group registration of published photographs. 750 photographs. 2020-07-20 to 2020-07-30]	VA0002226705	2020-12-07
Yamibuy_Productphoto_2020_08_01. [Group registration of published photographs. 750 photographs. 2020-08-01 to 2020-08-10]	VA0002226968	2020-12-07
Yamibuy_Productphoto_2020_08_02. [Group registration of published photographs. 750 photographs. 2020-08-05 to 2020-08-15]	VA0002226976	2020-12-07
Yamibuy_Productphoto_2020_08_03. [Group registration of published photographs. 750 photographs. 2020-08-15 to 2020-08-20]	VA0002226977	2020-12-07
Yamibuy_Productphoto_2020_08_04. [Group registration of published photographs. 750 photographs. 2020-07-20 to 2020-07-30]	VA0002227009	2020-12-07
Yamibuy_Productphoto_2020_09_01. [Group registration of published photographs. 750 photographs. 2020-09-01 to 2020-09-05]	VA0002227010	2020-12-07
Yamibuy_Productphoto_2020_09_02. [Group registration of published photographs. 750 photographs. 2020-09-05 to 2020-09-10]	VA0002227011	2020-12-07
Yamibuy_Productphoto_2020_09_03. [Group registration of published photographs. 750 photographs. 2020-09-10 to 2020-09-15]	VA0002227013	2020-12-07

Yanibuy_Productphoto_2020_09_04. [Group registration of published photographs. 750 photographs. 2020-09-20 to 2020-09-25]	VA0002227014	2020-12-07
Yanibuy_Productphoto_2020_09_05. [Group registration of published photographs. 750 photographs. 2020-09-25 to 2020-09-30]	VA0002233475	2021-11-23
Yanibuy_Productphoto_2020_10_01. [Group registration of published photographs. 750 photographs. 2020-10-01 to 2020-10-05]	VA0002226717	2020-12-07
Yanibuy_Productphoto_2020_10_02. [Group registration of published photographs. 750 photographs. 2020-10-05 to 2020-10-10]	VA0002227020	2020-12-08
Yanibuy_Productphoto_2020_10_03. [Group registration of published photographs. 750 photographs. 2020-10-10 to 2020-10-15]	VA0002226961	2020-12-08
Yanibuy_Productphoto_2020_10_04. [Group registration of published photographs. 750 photographs. 2020-10-15 to 2020-10-20]	VA0002226957	2020-12-08
Yanibuy_Productphoto_2020_10_05. [Group registration of published photographs. 750 photographs. 2020-10-20 to 2020-10-25]	VA0002226958	2020-12-08

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Application Number</u>	<u>Application/Registration Date</u>
YAMI	88881407	2021-06-01
Yamibuy	86584674	2015-11-10
亚米网	88209059	2018-11-28
Ybox	87238268	2018-08-21
YAMI Fresh	88881400	2021-05-11
YAMI	90590813	2021-03-19
Y.	90590805	2021-03-19
Y.	90590818	2021-03-19