

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cupron Inc.		07/27/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Spotswood Capital, LLC		
Street Address:	300 N. Greene Street		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27401		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3663756	CUPRON	
Registration Number:	5263514	CUPRON	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<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:	8047888200		
Email:	lcouch@huntonak.com		
Correspondent Name:	HUNTON ANDREWS KURTH LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	080266.0000015		
NAME OF SUBMITTER:	David E. Baker		
SIGNATURE:	/David E. Baker/		
DATE SIGNED:	08/09/2022		
Total Attachments: 7			
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Amended and Restated Trademark Security Agreement

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 27, 2022 (this "Trademark Security Agreement"), is made by Cupron Inc., a Delaware corporation (the "Grantor"), in favor of Spotswood Capital, LLC, a North Carolina limited liability company, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor, the Collateral Agent and the other Secured Parties party thereto have entered into that certain Amended and Restated Note Purchase Agreement dated as of July 27, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), pursuant to which the Secured Parties agreed to make loans to the Grantor;

WHEREAS, in connection with the Note Purchase Agreement, the Grantor has entered into that certain Amended and Restated Security Agreement dated as of July 27, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Note Purchase Agreement and the Security Agreement, the Grantor hereby agrees as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, pledges, assigns and transfers to the Collateral Agent, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Cupron Inc.

By: Christopher R. Andrews

Name: Christopher R. Andrews

Title: Chief Executive Officer

ACCEPTED AND AGREED

Spotswood Capital, LLC

By: F. Claiborne Johnston, III

Name: F. Claiborne Johnston, III

Title: Manager

Schedule I

Trademarks

(See attached.)

Cupron, Inc. Trademark Schedule

Mark: CUPRON

Country	Application Number	Filing Date	Registration No.	Registration Date	Status	Docket No.
Canada	1229092	30/Aug/2004	693589	7/Aug/2007	Issued	CUP100.CA.5
Canada	1806693	27/Oct/2016	TMA 1077919	30/Apr/2020	Issued	CUP100.CA.Misc
China	6077456	29/May/2007	6077456	6/Dec/2009	Issued	CUP100.CN.10
China	6077457	29/May/2007	6077457	20/Jan/2010	Issued	CUP100.CN.16
China	6077459	29/May/2007	6077459	20/Apr/2010	Issued	CUP100.CN.24
China	6077460	29/May/2007	6077460	27/Mar/2010	Issued	CUP100.CN.25
China	6077461	29/May/2007	6077461	27/Jan/2010	Issued	CUP100.CN.3
China	13459531	31/Oct/2013	13459531	7/Feb/2015	Issued	CUP100.CN.35
China	13459532	31/Oct/2013	13459532	14/Aug/2016	Issued	CUP100.CN.42
China	6077455	29/May/2007	6077455	27/Mar/2020	Issued	CUP100.CN.5
European Union Trademark and Designs Office	3987591	17/Aug/2004	3987591	10/Dec/2009	Issued	CUP100.EM.5
Israel	170782	3/Mar/2004	170782	5/Apr/2005	Issued	CUP100.IL.10
Israel	170783	3/Mar/2004	170783	5/Apr/2005	Issued	CUP100.IL.16
Israel	170784	3/Mar/2004	170784	5/Apr/2005	Issued	CUP100.IL.23
Israel	170785	3/Mar/2004	170785	7/Jun/2005	Issued	CUP100.IL.24
Israel	170786	3/Mar/2004	170786	5/Apr/2005	Issued	CUP100.IL.25
Israel	170781	3/Mar/2004	170781	3/Mar/2004	Issued	CUP100.IL.5

Cupron, Inc. Trademark Schedule

China	1326538	15/Jul/2016	1326538	15/Jul/2016	Issued	CUP100.INT.CN
European Union Trademark and Designs Office	1326538	5/Jan/2017	1326538	15/Jul/2016	Issued	CUP100.INT.EP
Israel	1326538	15/Jul/2016	1326538	15/Jul/2016	Issued	CUP100.INT.IL
India	1326538	5/Jan/2017	1326538	15/Jul/2016	Issued	CUP100.INT.IN
Republic of Korea	1326538	5/Jan/2017	1326538	15/Jul/2016	Issued	CUP100.INT.KR
Mexico	1326538	15/Jul/2016	1862866	15/Jul/2016	Issued	CUP100.INT.MX.1
Mexico	1326538	15/Jul/2016	1862865	15/Jul/2016	Issued	CUP100.INT.MX.2
Mexico	1326538	15/Jul/2016	1862867	15/Jul/2016	Issued	CUP100.INT.MX.3
Mexico	1326538	15/Jul/2016	1862868	15/Jul/2016	Issued	CUP100.INT.MX.4
Mexico	1326538	15/Jul/2016	1862860	15/Jul/2016	Issued	CUP100.INT.MX.5
Japan	2007-51070	23/May/2007	5354697	17/Sep/2010	Issued	CUP100.JP.3
Republic of Korea	40-2007-31584	13/Jun/2007	40-0767373	3/Nov/2008	Issued	CUP100.KR.3
Republic of Korea	40-2007-0031588	25/May/2007	40-0801672	23/Sep/2009	Issued	CUP100.KR.5
Mexico	861265	13/Jun/2007	996167	3/Aug/2007	Issued	CUP100.MX.10
Mexico	861269	13/Jun/2007	996171	3/Aug/2007	Issued	CUP100.MX.16
Mexico	861268	13/Jun/2007	996170	3/Aug/2007	Issued	CUP100.MX.23
Mexico	861267	13/Jun/2007	996169	3/Aug/2007	Issued	CUP100.MX.24
Mexico	861270	13/Jun/2007	996172	3/Aug/2007	Issued	CUP100.MX.25
Mexico	861266	13/Jun/2007	996168	3/Aug/2007	Issued	CUP100.MX.5

Cupron, Inc. Trademark Schedule

India	1560953	22/May/2007	1560953	22/May/2007	Issued	CUP100.TM.IN.3
Taiwan, Province of China	96024076	23/May/2007	1382862	16/Oct/2009	Issued	CUP100.TM.TW.3
Taiwan, Province of China	105062466	11/Apr/2017	1888225	6/Dec/2017	Issued	CUP100.TM.TW.5
United States	78976817	30/Aug/2004	3663756	4/Aug/2009	Issued	CUP100.US.10
United States	87018081	28/Apr/2016	5263514	15/Aug/2017	Issued	CUP100.US.Misc