

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM751863

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JJJ International, Inc.		07/29/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Celtic Bank Corporation		
<b>Street Address:</b>	268 S State St		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84111		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88693058	JITJATJO	
<b>Registration Number:</b>	6084360	JITJATJO	
<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>	8013206588		
<b>Email:</b>	lrinaldi@celticbank.com		
<b>Correspondent Name:</b>	Leslie Rinaldi		
<b>Address Line 1:</b>	268 S State St		
<b>Address Line 2:</b>	Ste 300		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	Leslie K Rinaldi		
<b>SIGNATURE:</b>	// Leslie K Rinaldi //		
<b>DATE SIGNED:</b>	08/29/2022		
<b>Total Attachments: 8</b>			
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Loan #: 17500355

Principal Loan Amount: \$4,000,000

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of July 29, 2022 is made by and JJJ International Inc. dba Jitjatjo. a Delaware corporation authorized to do business in the state of Utah ("**Borrower**") in favor of Celtic Bank Corporation (the "**Lender**"), a Utah state corporation.

WHEREAS, the Borrower has entered into Business Loan Agreements dated as of even date (the "Loan Agreement"), with the Lender; and

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Borrower has executed and delivered to the Lender that certain Security Agreement dated as of July 29, 2022 made by and among the Borrower and the Lender (the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security.** Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the "IP Collateral"):

(a) *omitted*

(b) the trademark registrations and applications set forth in **Schedule 1** hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Borrower authorizes the Commissioner for Patents to record and register this IP Security Agreement upon request by the Lender.

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

Loan #: 17500355

Principal Loan Amount: \$4,000,000

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

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

6. Governing Law. This IP Security 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 IP Security 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 Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

IN WITNESS WHEREOF, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JJJ INTERNATIONAL INC. dba Jitjatjo

DocuSigned by:  
By: Timothy M. Chatfield  
852CF40886A947A...

Name: Tim Chatfield

Title: Chief Executive Officer

Address for Notices:

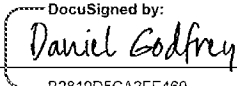
1 Liberty Plaza  
Suite 313  
New York City, NY 10006

Loan #: 17500355

Principal Loan Amount: \$4,000,000

AGREED TO AND ACCEPTED:

CELTIC BANK CORPORATION

By:  \_\_\_\_\_  
B2819D5CA2FE460...

Name: Daniel Godfrey

Title: Senior Vice President

Address for Notices:

268 S. State Street, Suite 300  
Salt Lake City, UT 84111

Loan #: 17500355

Principal Loan Amount: \$4,000,000

**SCHEDULES**

**SCHEDULE 1**

**TRADEMARKS**

**Trademarks**

Word Mark	Jurisdiction	Serial Number / Registration Number	Filing Date / Registration Date	[Record Owner]
JITJATIO	United States	88693058 / 6084361	November 14, 2019 / June 23, 2020	JJJ International Inc.
jijjatjo	United States	55693047 / 6084360	November 14, 2019 / June 23, 2020	JJJ International Inc.