

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DISTRITECH LLC		12/08/2022	Limited Liability Company: FLORIDA
CLICK HOLDINGS LLC		12/08/2022	Limited Liability Company: FLORIDA
KRESCO LLC	FORMERLY Nibio Electronics	12/08/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	GEMCAP SOLUTIONS, LLC		
Street Address:	9901 I.H. 10 West, Suite 800		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78230		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6416798	DISTRITECH	
Registration Number:	6416799	NIBIO	
Registration Number:	6424585	MR CLICK	
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:	5303046922		
Email:	mberens@gemcapsolutions.com		
Correspondent Name:	Michael Berens		
Address Line 1:	9901 I.H. 10 West, Suite 800		
Address Line 2:	GEMCAP SOLUTIONS, LLC		
Address Line 4:	San Antonio, TEXAS 78230		
ATTORNEY DOCKET NUMBER:	1859170 TM		
NAME OF SUBMITTER:	Ramona Garcia		
SIGNATURE:	/Ramona Garcia/		

OP \$90.00 6416798

DATE SIGNED:

12/12/2022

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 8, 2022 (this "Agreement"), made by DISTRITECH LLC, a Florida limited liability company with a principal place of business located at 12600 NW 25th Street, Suite 107, Miami, FL, 33182, CLICK HOLDINGS LLC, a Florida limited liability company with a principal place of business located at 12600 NW 25th Street, Suite 107, Miami, FL, 33182, and KRESKO LLC (f/k/a Nibio Electronics), a Florida limited liability company, with a principal place of business located at 12600 NW 25th Street, Suite 107, Miami, FL, 33182 jointly and severally ("Grantor"), in favor of GEMCAP SOLUTIONS, LLC, a Delaware limited liability company with offices at 9901 I.H. 10 West, Suite 800, San Antonio, TX 78230 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 1** hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

WHEREAS, the Grantor has granted to Lender a security interest in all of its property and assets, including, without limitation, the Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.

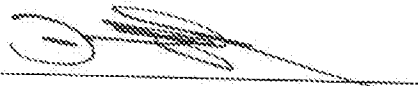
2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Trademark are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.

3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing. The power of attorney granted hereunder shall be irrevocable until the Indebtedness (as defined in the Loan Documents) has been indefeasibly paid in full and any commitments of Lender or facilities provided by Lender with respect to the Indebtedness have been terminated.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

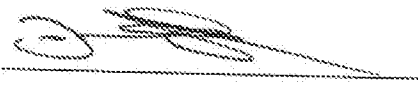
DISTRITECH LLC

By: 

Name: DAVID HAGGBIN

Title: MANAGER

CLICK HOLDINGS LLC

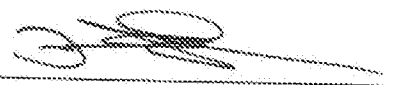
By: 

Name: DAVID HAGGBIN

Title: MANAGER

KRESCO LLC

(f/k/a NIBIO ELECTRONICS LLC)

By: 

Name: DAVID HAGGBIN

Title: MANAGER

ACCEPTED AND AGREED:

LENDER:

GEMCAP SOLUTIONS, LLC

By: _____
David Ellis, Co-President

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

DISTRITECH LLC

By: _____

Name: _____

Title: _____

CLICK HOLDINGS LLC

By: _____

Name: _____

Title: _____

KRESCO LLC

(f/k/a NIBIO ELECTRONICS LLC)

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED:

LENDER:

GEMCAP SOLUTIONS, LLC

By: 
David Ellis, Co-President

[SIGNATURE PAGE –TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

Trademarks

Serial No. / Registration No.	Item	Status	Date Registered	Registrant
6416798	DISTRITECH	Active	July 13, 2021	Distritech LLC
6416799	NIBIO	Active	July 13, 2021	Nibio Electronics, LLC
6424585	MR CLICK	Active	July 20, 2021	Click Holdings LLC

Foreign Registered Trademarks

Registered in Colombia:

- DISTRITECH
 - Owned by Distritech LLC
 - Registration Date: Feb 3, 2021 / Case # SD2021/0009805
- NIBIO
 - Owned by Kresco LLC (f/k/a Nibio Electronics LLC)
 - Registration Date: Feb 3, 2021 / Case # SD2021/0009838
- MR CLICK
 - Owned by Click Holdings LLC
 - Registration Date: Feb 3, 2021 / Case # SD2021/0009874
- WORKIT
 - Owned by Kresco LLC (f/k/a Nibio Electronics LLC)
 - Registration Date: Feb 3, 2021 / Case # SD2021/0009808

Registered in Chile:

- NIBIO
 - Owned by Click SpA
 - Registration Date: February 13, 2020 / Registration # 1308131
- MR CLICK
 - Owned by Click SpA
 - Registration Date: February 13, 2020 / Registration # 1315479

Registered in Peru:

- NIBIO
 - Owned by Mr Click SAC
 - Registration Date: September 23, 2020 / Certificate # 00296588
- MR CLICK
 - Owned by Mr Click SAC
 - Registration Date: December 15, 2020 / Certificate # 00126800

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of _____, 202_ made by DISTRITECH LLC, a Florida limited liability company with a principal place of business located at 12600 NW 25th Street, Suite 107, Miami, FL, 33182, CLICK HOLDINGS LLC, a Florida limited liability company with a principal place of business located at 12600 NW 25th Street, Suite 107, Miami, FL, 33182, and KRESCO LLC (f/k/a Nibio Electronics), a Florida limited liability company, with a principal place of business located at 12600 NW 25th Street, Suite 107, Miami, FL, 33182 jointly and severally ("Assignor").

RECITALS:

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and GemCap Solutions, LLC, a Delaware limited liability company ("Lender") are parties to that certain Loan and Security Agreement, dated as of December __, 2022 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, upon the occurrence of one or more Events of Default under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents, including, without limitation, the assignment of the Trademarks; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademark to the Lender or its designee, upon the occurrence of an Event of Default, as set forth herein (such party, the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby agrees, confirms and acknowledges as follows:

1. Assignment of Trademarks. In the event an Event of Default has occurred and is continuing, Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____ (the “Assignee”) all of Assignor’s right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Filing and Recordation. to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

DISTRITECH LLC

By: _____

Name: _____

Title: _____

CLICK HOLDINGS LLC

By: _____

Name: _____

Title: _____

KRESCO LLC

(f/k/a NIBIO ELECTRONICS LLC)

By: _____

Name: _____

Title: _____

[Signature Page – Trademark Assignment]

EXHIBIT 1

Trademarks

Serial No. / Registration No.	Item	Status	Date Registered	Registrant
6416798	DISTRITECH	Active	July 13, 2021	Distritech LLC
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