

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SECURENCY, INC.		06/16/2023	Corporation:
RECEIVING PARTY DATA			
Name:	WisdomTree, Inc., as Collateral Agent		
Street Address:	250 West 34th Street		
Internal Address:	3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10119		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6779217	SECURENCY	
Registration Number:	6747024	KYW	
Registration Number:	6747011	KNOW YOUR WALLET	
Registration Number:	6725071	COMPLIANCE AWARE TOKEN	
Registration Number:	5355966	INFIXCHANGE	
Registration Number:	6549829	SECURENCY	
Registration Number:	5563384	SECURENCIES	
Registration Number:	5370676	SMARTCONTRAX	
Registration Number:	5932243	SECURENCY	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		

CH \$240.00 6779217

ATTORNEY DOCKET NUMBER:	094121-10030
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	06/21/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 16, 2023, is made by SECURENCY, INC. (the "Grantor") in favor of WisdomTree, Inc., as Collateral Agent on behalf of the Secured Parties .

Recitals

The Collateral Agent and Securrency, Inc. (the "Company"), have entered into a (i) Secured Convertible Note Purchase Agreement, dated as of June 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") and (ii) the Secured Convertible Promissory Note, dated as of June 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Note"). Pursuant to the Transaction Documents (as defined below) and as a condition to the purchase of the Note by the Collateral Agent under the Transaction Documents, the Grantor executed and delivered a Guarantee and Collateral Agreement, dated as of June 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), in favor of the Collateral Agent.

The Grantor solely and exclusively owns the trademarks and trademark applications listed on Schedule A attached hereto (the "Trademarks"), which Trademarks have been issued by or are pending applications in the United States Patent and Trademark Office.

This Agreement has been executed in conjunction with the security interest granted under the Collateral Agreement to the Collateral Agent. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. Unless otherwise indicated, all capitalized terms not defined herein shall have the respective meaning given to them in the Note Purchase Agreement or, as the context may require, the Collateral Agreement.

2. The Security Interest. The Grantor hereby grants to the Collateral Agent a security interest in all of the following property, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interests and whether now existing or hereafter coming into existence: (1) any and all trademarks and trademark applications, including the Trademarks; (2) all renewals and extensions thereof; (3) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (4) all rights to sue for past, present and future infringements thereof; (5) all goodwill of the business associated with the foregoing; (6) all rights corresponding to any of the foregoing throughout the world; and (7) all Proceeds of the foregoing; provided that in no event shall such security interest extend to any property constituting Excluded Assets.

3. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Grantor has executed this Agreement by its duly authorized representative as of the date first written above.

GRANTOR

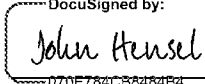
SECURENCY, INC.

DocuSigned by:
By: Nadine Chakar
Name: Nadine Chakar
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Grantor has executed this Agreement by its duly authorized representative as of the date first written above.

GRANTOR

SECURENCY AMERICAS CAPITAL
HOLDING, LLC

DocuSigned by:
By: 
Name: John C. Hensel, II
Title: Manager

Acknowledged and Agreed:

WISDOMTREE, INC.
as Collateral Agent

DocuSigned by:
Jarrett Lilien
C734F5F4F75B440...

By: _____

Name: R. Jarrett Lilien

Title: President and Chief Operating Officer

Trademarks

Mark	Owner Name	Application Number	Application Date	Registration Number	Registration Date
 Securrency	SECURRENCY, INC.	App 97072523	App 13-OCT-2021		
Securrency	SECURRENCY, INC.	App 90779252	App 17-JUN-2021	Reg 6779217	Reg 05-JUL-2022
KYW	SECURRENCY, INC.	App 88044498	App 19-JUL-2018	Reg 6747024	Reg 31-MAY-2022
Know Your Wallet	SECURRENCY, INC.	App 87953959	App 08-JUN-2018	Reg 6747011	Reg 31-MAY-2022
Compliance Aware Token	SECURRENCY, INC.	App 87927240	App 18-MAY-2018	Reg 6725071	Reg 24-MAY-2022
InfinXchange	SECURRENCY, INC	App 87098516	App 09-JUL-2016	Reg 5355966	Reg 12-DEC-2017
 Securrency	SECURRENCY, INC	App 87028793	App 07-MAY-2016	Reg 6549829	Reg 09-NOV-2021
Securrencies	SECURRENCY INC	App 86916269	App 23-FEB-2016	Reg 5563384	Reg 18-SEP-2018
SmartContraX	SECURRENCY INC	App 86916338	App 23-FEB-2016	Reg 5370676	Reg 02-JAN-2018
 Securrency	SECURRENCY, INC	App 86905670	App 11-FEB-2016	Reg 5932243	Reg 10-DEC-2019