

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NGrain (Canada) Corporation		01/22/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Flow Capital Corp.		
Street Address:	1 ADELAIDE STREET EAST, SUITE 3002 PO BOX 171		
City:	TORONTO		
State/Country:	CALIFORNIA		
Postal Code:	M5C 2V9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78199527	NGRAIN	
Serial Number:	77912373	NGRAIN	
Serial Number:	77398780	3KO	
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:	8059630755		
Email:	mdepaco@fmam.com		
Correspondent Name:	Mark DePaco, Fell Marking LLP		
Address Line 1:	222 East Carrillo Street, 4th floor		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
DOMESTIC REPRESENTATIVE			
Name:	Mark DePaco, Fell Marking LLP		
Address Line 1:	222 East Carrillo Street, 4th floor		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
NAME OF SUBMITTER:	MARK DEPACO		
SIGNATURE:	/MAD/		
DATE SIGNED:	02/07/2019		

OP \$90.00 78199527

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into this 22nd day of January, 2019 (the "Trademark Security Agreement") by and between NGRAIN (CANADA) CORPORATION, a corporation incorporated under the federal laws of Canada with its principal place of business at 580 California Street, 12th Floor, San Francisco, CA 94104 (the "Grantor") and Flow Capital Corp., with its principal place of business at 1 Adelaide Street East, Suite 3002, PO Box 171, Toronto, Ontario, Canada M5C 2V9 (the "Grantee").

RECITALS

This Trademark Security Agreement is a supplement to that certain General Security Agreement, dated as of January 22, 2019, by and between the Grantor, one or more affiliates of the Grantor and the Grantee (the "Security Agreement").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Security Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this Trademark Security Agreement and the Security Agreement, the definitions, terms or provisions of the Security Agreement shall control.

This Trademark Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO") and/or the US Copyright Office, which sets forth the Grantor's pledge of its intellectual property as security for the Secured Obligations the Grantor owes the Grantee as set forth in the Security Agreement.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

GRANT OF SECURITY INTEREST


To secure payment and performance of the Secured Obligations, the Grantor hereby grants to the Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in the Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and
- (ii) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

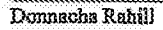
[Remainder of the page is blank. Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

GRANTOR:
NGRAIN (Canada) Corporation


Russel McMeekin
Its Chief Executive Officer

GRANTEE:
Flow Capital Corp.


Donnacha Rahill
Its Chief Financial Officer

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the day and year first above written.


GRANTOR:

NGRAIN (Canada) Corporation

Russel McMeekin
Its Chief Executive Officer

GRANTEE:

Flow Capital Corp.

DocuSigned by:


~~Donnacha Kellie~~
Its Chief Financial Officer

[Signature page to Trademark Security Agreement]

Schedule 1

List of Trademarks

US Trademarks Registrations

Mark: NGRAIN (Standard Character Mark)
Serial No.: 78199527
Registration Date: September 7, 2004

Mark: NGRAIN logo (Standard Character Mark)
Serial No.: 77912373
Registration Date: August 31, 2010

Mark: 3KO (Standard Character Mark)
Serial No.: 77398780
Registration Date: June 1, 2010