

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LifePrint Products Inc		12/31/2018	Corporation:
RECEIVING PARTY DATA			
Name:	P2Binvestor, Inc.		
Street Address:	1120 Lincoln Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5523515	HYPERPHOTO	
Registration Number:	5354800	LP	
Registration Number:	5193076	LIFEPRINT	
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>			
Email:	agarland@p2bi.com		
Correspondent Name:	P2Binvestor, Inc		
Address Line 1:	1120 Lincoln Street		
Address Line 4:	Denver, COLORADO 80203		
NAME OF SUBMITTER:	/Alexandra Garland/		
SIGNATURE:	/Alexandra Garland/		
DATE SIGNED:	04/01/2019		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“TSA”) is made effective as of December 31, 2018, by and among the Grantor(s) listed on the signature pages hereto (collectively, jointly and severally, “Grantors” and each individually a “Grantor”) and P2BINVESTOR INCORPORATED, a Colorado corporation (“P2Bi”).

WITNESSETH:

WHEREAS, pursuant to those certain agreements granting certain security interests in Grantor’s assets to P2Bi listed on Schedule 1 hereto (collectively, as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreements”) by and among LifePrint Products, Inc. and P2Bi, P2Bi agreed to make certain financial accommodations available to the Client(s) from time to time pursuant to the terms and conditions thereof; and

WHEREAS, P2Bi is willing to make the financial accommodation to Client(s) as provided for in the FSA only upon the condition, among others, that the Grantor(s), shall execute all documents and instruments necessary for P2Bi to perfect its security interest in certain assets of the Grantor(s), as required by the Security Agreements;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the Grantor(s) hereby agree as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the meaning attributed to them in the applicable Security Agreements.
2. **Grant of Security Interest in Trademark Collateral.** The Grantor(s) hereby unconditionally grant, assign, and pledge to P2Bi to secure the obligations of the Client(s) under the Security Agreements (the “Secured Obligations”), a continuing security interest (referred to in this TSA as the “Security Interest”) in all of such Grantor(s)’ right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):
 - a. All of its trademarks and trademark licenses to which it is a party, including those referred to on Schedule 1 hereto;
 - b. All goodwill of the business connected with the use of, and symbolized by, each trademark and trademark license; and
 - c. All products and proceeds of the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any trademark or exclusively licensed trademarks, injury to the goodwill associated with any trademark, or the right to receive license fees, royalties and other compensation under any trademark license.

3. **Security for Secured Obligations.** This TSA and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether not existing or arising hereafter. Without limiting the generality of the foregoing, this TSA secures the payment of all amounts which constitute part of the Secured Obligations or are otherwise owed to P2Bi by the Grantor, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Client.
4. **Security Agreement.** The Security Interest granted pursuant to this TSA is granted in conjunction with the security interests granted to P2Bi pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of P2Bi with respect to the Security Interest in Trademark Collateral made and granted hereby, including when such Security Interest may be terminated, are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein. To the extent there is any inconsistency between this TSA and the Security Agreements, the applicable Security Agreement shall control.
5. **Authorization to Supplement.** If any Grantor shall obtain rights to any new trademarks, the provisions of this TSA shall automatically apply thereto. Grantor(s) shall give prompt notice in writing to P2Bi with respect to any such new registered trademarks or renewal or extension of any trademark registration. Without limiting the Grantor(s)' obligations under this Section, Grantor(s) hereby authorize P2Bi to unilaterally modify this TSA by amending Schedule 1 to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this TSA or amend Schedule 1 shall in any way affect, invalidate or detract from P2Bi's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.
6. **Representations and Warranties of Grantor.** Grantor hereby represents and warrants unconditionally to P2Bi that it is the sole and senior owner of the Trademark Collateral, which is not encumbered in any way by the rights or interests of any third party, and Grantor has all rights and interest in and to the Trademark Collateral and all requisite power and authority to assign, grant and pledge the Trademark Collateral as described herein, provided that, Grantor represents and warrants that Grantor has granted a security interest in the Trademark Collateral to Capital 2 Thrive, LLC, that is subordinate to the P2Bi Security Interest.
7. **Counterparts.** This TSA may be executed in any number of counterparts by different parties on separate signature pages, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same TSA.

[Signature Page Follows]

SCHEDULE I**Security Agreements**

1. Financing and Security Agreement dated as of October 4, 2016
2. Financing and Security Agreement dated as of October 2, 2017 (as amended)
3. Agreement dated October 2, 2017
4. Secured Promissory Note dated May 29, 2018
5. Secured Promissory Note dated November 6, 2018 (as amended)
6. Letter of Forbearance dated September 20, 2018
7. Letter of Forbearance dated December 31, 2018.
8. Security Agreement dated November 6, 2018
9. Consolidated Secured Promissory Note dated December 31, 2018

Trademark Registrations/Applications

Grantor	Country	Mark	Application/Registration No.	Application/Registration Date
LifePrint Products, Inc.	U.S.	“Hyperphoto”	5523515	7/24/18
LifePrint Products, Inc.	U.S.	“LP”	5354800	12/12/17
LifePrint Products, Inc.	U.S.	“Lifeprint”	5193076	4/25/17

Trade Names

“LifePrint Products, Inc.”

“LifePrint”

Common Law Trademarks

None.

Trademark Licenses

None.