

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUCTION MOBILITY LLC		09/25/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ESPRESSO CAPITAL LTD.		
Street Address:	SUITE 300-8 KING STREET EAST		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5C 1B5		
Entity Type:	Limited Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5144506	THE TRUSTED MARKETPLACE	
Registration Number:	4623266	LOFTY	
Registration Number:	4839444	AUCTION MOBILITY	
CORRESPONDENCE DATA			
Fax Number:	4153918269		
<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:	415-543-8700		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	WILLIAM S. VEATCH		
Address Line 1:	101 SECOND STREET, SUITE 180		
Address Line 2:	REED SMITH, LLP		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105		
NAME OF SUBMITTER:	WILLIAM S. VEATCH		
SIGNATURE:	/WILLIAM S. VEATCH/		
DATE SIGNED:	10/01/2019		
Total Attachments: 4			
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IP SECURITY AGREEMENT

THIS IP SECURITY AGREEMENT, dated this 25th day of September 2019 by **AUCTION MOBILITY LLC** (the "**Grantor**"), in favor of **ESPRESSO CAPITAL LTD.** (the "**Lender**").

WITNESSETH:

WHEREAS, pursuant to the Credit Facility Agreement dated this 25th day of September 2019 (as the same may be modified from time to time, the "**Credit Agreement**") by the Grantor and the Lender, the Lender has agreed to make Advances (as defined in the Credit Agreement) to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Security Agreement (the "**Security Agreement**") pursuant to which the Grantor is required to execute and deliver this IP Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make Advances to the Grantor thereunder, Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following collateral of such Grantor (the "**Collateral**");

(a) all of its patents and all intellectual property licenses providing for the grant by or to such Grantor of any right under any patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing

(c) all of its trademarks and all intellectual property licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 2 hereto;

(d) all renewals and extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each such trademarks; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Collateral and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

Very truly yours,

AUCTION MOBILITY LLC, as Grantor

DocuSigned by:
Doug Brenhouse
By _____
FA356E489EE740A...
Doug Brenhouse, President

ACCEPTED AND AGREED as of the date first above written:

ESPRESSO CAPITAL LTD., as Lender


DocuSigned by:
[Signature]
By _____
849DBDA2A61B4AB
Enio Lazzer, CFO

**Schedule 1
to IP Security Agreement**

U.S. Pat. App. No.	U.S. Pat. Pub. No.	Title	Filing Date
15/139,601	2017/0316494	Providing An Indication Of Auction Bidding Interest	4/27/2016
15/139,611	2017/0316495	Auction Bid Notification Via A Wearable Device	4/27/2016

**Schedule 2
to IP Security Agreement**

TRADEMARK REGISTRATIONS

Serial Number	Registration Number	Trademark	Registration Date
86860096	5144506	The Trusted Market Place	February 21, 2017
85914301	4623266	Lofty	October 21, 2014
86367372	4839444	 Auction mobility	October 27, 2015