

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABC Global Services, Inc.		09/19/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLJ Capital, S. de R.L.		
Street Address:	Ave. Gustavo Mejia Ricart		
Internal Address:	Torre Piantini, 14th Floor		
City:	Santo Domingo		
State/Country:	DOMINICAN REPUBLIC		
Entity Type:	Corporation: PANAMA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4199090	ABC	
Registration Number:	4199089	ABC GLOBAL SERVICES	
Registration Number:	4232869	EZ BOOK	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133500		
Email:	efstrademarks@taftlaw.com		
Correspondent Name:	M. Zach Gordon		
Address Line 1:	One Indiana Square, Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	GLI01-GN001		
NAME OF SUBMITTER:	M. Zach Gordon		
SIGNATURE:	/M. Zach Gordon/		
DATE SIGNED:	09/19/2017		
Total Attachments: 4			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2017 (the "*Agreement*"), by and between ABC GLOBAL SERVICES, INC., a Delaware corporation ("*Debtor*"), and GLJ CAPITAL, S. DE R.L., a Panama limited company ("*GLJ*"), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, "*Secured Party*") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor, ABC GLOBAL HOLDINGS LLC, a Florida limited liability company, and the other borrowers from time to time party thereto (collectively with Debtor, the "*Borrowers*"), GLJ and the other lenders from time to time party thereto (collectively, the "*Lenders*"), and Secured Party have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "*Loan Agreement*");

WHEREAS, Debtor, the other Borrowers and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "*Security Agreement*"), pursuant to which Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to the Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to the Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "*IP Collateral*"), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including, but not limited to, those referred to on *Schedule 1* hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including, but not limited to, those referred to on *Schedule 1* hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

DEBTOR:

ABC GLOBAL SERVICES, INC.
a Delaware corporation

By: 
Name: Eric Altschul
Title: President

STATE OF Florida)
COUNTY OF Palm Beach) ss.

This instrument was acknowledged before me on September 19, 2017, by Eric Altschul, the President of ABC Global Services, Inc., a Delaware corporation, for and on behalf of such corporation, and for the purpose and consideration herein stated.



Ivonne Lindao
Commission # GG001101
Expires: June 12, 2020
Bonded thru Aaron Notary


Notary Public in and for the State of FLORIDA

Schedule 1

to

Patent and Trademark Security Agreement

Patents

None.

*Registered Trademarks, Material Unregistered Trademarks, and
Applications for Registration of Trademarks*

Loan Party	Mark	Reg. No.	Reg. Date
ABC Global Services, Inc.	ABC	4199090	August 28, 2012
ABC Global Services, Inc.	ABC GLOBAL SERVICES	4199089	August 28, 2012
ABC Global Services, Inc.	EZ BOOK	4232869	October 30, 2012

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]