

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5068789

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EPOCA INTERNATIONAL, INC.	07/25/2018
RECEIVING PARTY DATA	
Name:	TIGER FINANCE, LLC
Street Address:	708 THIRD AVENUE, SUITE 310
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 20	
Property Type	Number
Patent Number:	D802979
Patent Number:	D799257
Patent Number:	D787875
Patent Number:	9440841
Patent Number:	D746092
Patent Number:	D745319
Patent Number:	D734087
Patent Number:	D731224
Patent Number:	D729343
Patent Number:	D728297
Patent Number:	D725426
Patent Number:	D720967
Patent Number:	D720174
Patent Number:	8875925
Patent Number:	D653076
Patent Number:	D752376
Patent Number:	D679538
Application Number:	15467447
Application Number:	15262978
Application Number:	14166079

CORRESPONDENCE DATA**Fax Number:** (800)494-7512

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.

Phone: 202-370-4756**Email:** ipteam@coagencyglobal.com**Correspondent Name:** JAY DASILVA**Address Line 1:** 1025 VERMONT AVE NW, SUITE 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F178306 PAT
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NAME OF SUBMITTER:	JANET WAMSLEY
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SIGNATURE:	/Janet Wamsley/
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DATE SIGNED:	07/26/2018
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “*Agreement*”), dated as of July 25, 2018, is entered into by and between **EPOCA INTERNATIONAL, INC.**, a Delaware corporation (the “*Grantor*”) and **TIGER FINANCE, LLC** (the “*Assignee*”), as Lender pursuant to that certain Security Agreement, dated as of the date hereof, among the Assignee, Grantor, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), and pursuant to that certain Credit Agreement, dated as of the date hereof, among Grantor, Assignee, and the other parties thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). .

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest.

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Security Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising, and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. For the purposes of this Agreement, “Patents” means all of the following included in the Collateral: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues, reexaminations and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b) Schedule A hereto contains a true and accurate list of all of Grantor’s United States Patents existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon written notice to and written consent (including consent by e-mail)

by Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patent owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Patent in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent that is Collateral to the security interests and perfection created or contemplated hereby or by the Security Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by Assignee.

4. Applicable Law.

THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by fax or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement or any of such other Loan Documents. Any party delivering an executed counterpart of any such agreement by fax or other electronic method of transmission shall in a timely manner also deliver an original executed counterpart to the other party upon request, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures page follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

EPOCA INTERNATIONAL, INC.

By: 

Name: Steven Melzer

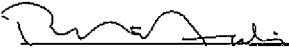
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 046470 FRAME: 0459

ASSIGNEE:

TIGER FINANCE, LLC

By: 
Name: Robert J. DeAngelis
Title: Executive Managing Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 046470 FRAME: 0460

Schedule A to PATENT SECURITY AGREEMENT

Registrations of Patents and Patent Applications

<u>Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Filed Date</u>	<u>Patent Number</u>	<u>Issued Date</u>
Epoca International, Inc.	Popcorn Popper			D802,979	November 12, 2017
Epoca International, Inc.	Cold Brew Coffee Maker			D799,257	October 10, 2017
Epoca International, Inc.	Pitcher			D787,875	May 30, 2017
Epoca International, Inc.	Beverage Dispenser Systems			9,440,841	September 13, 2016
Epoca International, Inc.	Popcorn Popper			D746,092	December 29, 2015
Epoca International, Inc.	Beverage Dispenser			D745,319	December 14, 2015
Epoca International, Inc.	Cold Brew Ice Coffee Maker			D734,087	July 14, 2015
Epoca International, Inc.	Beverage Dispenser			D731,224	June 9, 2015
Epoca International, Inc.	Filter Core for Beverage Maker			D729,343	May 12, 2015
Epoca International, Inc.	Bottle			D728,297	May 5, 2015

<u>Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Filed Date</u>	<u>Patent Number</u>	<u>Issued Date</u>
Epoca International, Inc.	Pitcher			D725,426	March 31, 2016
Epoca International, Inc.	Muddler Stick			D720,967	January 13, 2015
Epoca International, Inc.	Pitcher			D720,174	December 30, 2014
Epoca International, Inc.	Teacup Cover			8,875,925	November 4, 2014
Epoca International, Inc.	Teacup Cover			D653,076	January 31, 2012
Epoca International, Inc.	Beverage Dispensing Device	15/467,447	March 23, 2017		
Epoca International, Inc.	Beverage Dispenser Systems	15/262,978	September 12, 2016		
Epoca International, Inc.	Infusers and Infusion Devices	14/166,079	January 28, 2014		
Epoca International, Inc.	Pitcher			D752,376	March 29, 2016
Epoca International, Inc.	Tea Pot			D679,538	April 9, 2013

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