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SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of April 11, 2019 (this "<u>Agreement</u>"), is by and among A International, Corp., a Nevada corporation (the "<u>Company</u>"), all of the Subsidiaries and/or Affiliates of the Company listed on the signature page hereto (such affiliated entities, the "<u>Guarantors</u>" and, together with the Company, the "<u>Debtors</u>") and the holder of the Company's or Secured Convertible Promissory Notes due April 11, 2020, in the aggregate principal amount of up to \$2,750,000.00 (the "<u>Notes</u>"), signatories hereto, and their respective endorsees, transferees and assigns (collectively, the "<u>Secured Parties</u>").

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement (as defined in the Notes), the Secured Parties have severally agreed to provide the loans to the Company evidenced by the Notes;

WHEREAS, pursuant to a certain Guaranty (as defined in the Purchase Agreement), dated as of the date hereof (the "<u>Guaranty</u>"), the Guarantors have jointly and severally agreed to guarantee and act as surety for payment of such Notes; and

WHEREAS, in order to induce the Secured Parties to provide the loans evidenced by the Notes, each Debtor has agreed to execute and deliver to the Secured Parties this Agreement and to grant the Secured Parties, <u>pari passu</u> with each other Secured Party and through the Agent (as defined in <u>Section 18</u> hereof), a security interest in certain property of such Debtor to secure the prompt payment, performance and discharge in full of all of the Company's obligations under the Notes and the Guarantors' obligations under the Guaranty.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. **Certain Definitions**. As used in this Agreement, the following terms shall have the meanings set forth in this <u>Section 1</u>. Terms used but not otherwise defined in this Agreement that are defined in Article 9 of the UCC (such as "account", "chattel paper", "commercial tort claim", "deposit account", "document", "equipment", "fixtures", "general intangibles", "goods", "instruments", "inventory", "investment property", "letter-of-credit rights", "proceeds" and "supporting obligations") shall have the respective meanings given such terms in Article 9 of the UCC.
- (a) "Collateral" means the collateral in which the Secured Parties are granted a security interest by this Agreement and which shall comprise all the assets of the Debtors, including, without limitation, the following personal property of the Debtors, whether presently owned or existing or hereafter acquired or coming into existence, wherever situated, and all additions and accessions thereto and all substitutions and replacements thereof, and all proceeds, products and accounts thereof, including, without limitation, all proceeds from the sale or transfer of the Collateral and of insurance covering the same and of any tort claims in connection therewith, and all dividends, interest, cash, notes, securities, equity interest or other property at any time and from time to time acquired, receivable or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Securities (as defined below):