

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keywords International Limited		10/08/2019	Corporation: IRELAND
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	1 Churchill Place		
City:	London		
State/Country:	ENGLAND		
Postal Code:	E14 5HP		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5641113	Y	
Registration Number:	5429813	YOKOZUNA DATA	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9495676700		
Email:	mweddington@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main St., Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	3950.31		
NAME OF SUBMITTER:	Matthew Shellenhamer		
SIGNATURE:	/Matthew Shellenhamer/		
DATE SIGNED:	10/09/2019		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 08, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entity identified as a grantor on the signature pages hereto (the "Grantor") in favor of BARCLAYS BANK PLC, as security agent and security trustee for the Secured Parties (as defined in the Facility Agreement referred to in the Security Agreement referenced below) (in such capacity together with its successors and permitted assigns, the "Security Agent").

WHEREAS the Grantor is party to a Mortgage Debenture, dated as of June 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between the Grantor and the Security Agent pursuant to which the Grantor granted a security interest to the Security Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

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 hereby agrees with the Security Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein shall have the meanings given to them in the Security Agreement and the Facility Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Secured Obligations, hereby grants to the Security Agent, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to any and all of the following assets and properties whether now owned or existing or hereafter owned, acquired, existing or arising hereafter (collectively, the "Trademark Collateral"):

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under applicable law of a verified statement of use for such trademark or service mark) anywhere in the United States, including, without limitation, registrations and registration applications in the United States Patent and Trademark Office ("USPTO"), including, without limitation, the registrations and registrations applications listed on Schedule A hereto,
- (ii) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing,
- (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including,

without limitation, damages or payments for past, present or future infringements of any of the foregoing,

(iv) the right to sue for past, present or future infringements of any of the foregoing,

(v) all rights corresponding to any of the foregoing (including, without limitation, the goodwill), and

(vi) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all Accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the ratable benefit of itself and the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. TERMINATION

This Agreement shall remain in full force and effect until the Termination Date, at which time this Agreement and all security interests in the Trademark Collateral granted hereunder shall automatically be terminated and the Security Agent shall, upon the request and at the expense of the Grantor, execute and deliver documents reasonably requested by the Grantor evidencing such termination, and all rights to the Trademark Collateral shall revert to the Grantor.

SECTION 6. GOVERNING LAW

This Agreement and the other Finance Documents and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Finance Document (except, as to any other Finance Document, as

expressly set forth therein) and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 7. COUNTERPARTS

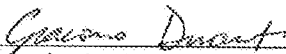
This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

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

GRANTOR:

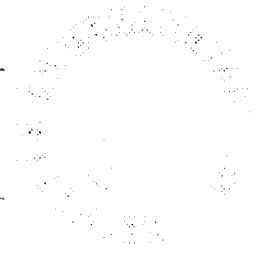
GIVEN under the COMMON SEAL
of KEYWORDS INTERNATIONAL LIMITED
and delivered as a deed in the presence of:



Director / Authorised Person



Director / Secretary / Authorised Person



[Signature Page -- Trademark Security Agreement (KIL)]

TRADEMARK
REEL: 006767 FRAME: 0231

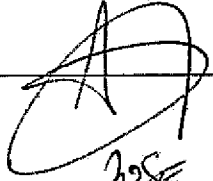
Acknowledged and Agreed:

BARCLAYS BANK PLC, as Security Agent

By: _____

Name:

Title:



JOSE MARIA ROVILLA
AVP

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

[See Attached]

Schedule A

4148-1486-7743

**TRADEMARK
REEL: 006767 FRAME: 0233**

TRADEMARKS

Trademark	Serial No./ Registration No.	Filing Date/ Registration Date	Current Owner	Status
Y Design	87,855,281 5,641,113	03/29/2018 01/01/2019	Keywords International Limited	Registered
YOKOZUNA DATA	87,401,381 5,429,813	04/06/2017 03/20/2018	Keywords International Limited	Registered

Schedule A

4148-1486-7743

RECORDED: 10/09/2019

**TRADEMARK
REEL: 006767 FRAME: 0234**