

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Calypso Technology, Inc.		11/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Corporate Trustee Company (UK) Limited, as security agent		
Street Address:	8 Canada Square		
Internal Address:	Level 28		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5763815	BANK IN A BOX	
Registration Number:	5481604	BANK IN A BOX	
Registration Number:	2769418	CALYPSO	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Kelsey Watkins		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	K.Watkins-30333.0032		
NAME OF SUBMITTER:	Kelsey Watkins		
SIGNATURE:	/Kelsey Watkins/		
DATE SIGNED:	11/07/2019		
Total Attachments: 5			

CH \$90.00 5763815

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated November 7, 2019 is made by the Person listed on the signature page hereof (collectively, the "Grantors") in favor of HSBC Corporate Trustee Company (UK) Limited, as security agent (the "Security Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Senior Facilities Agreement and the Security Agreement referred to therein.

WHEREAS, reference is made to that certain Senior Facilities Agreement dated as of November 6, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"), among Calypso Group UK Limited, a limited company organized under the laws of England and Wales and having its registered office at 16 Great Queen Street, Covent Garden, London, WC2B 5AH United Kingdom and with registration number 10064886, the other Original Obligors party thereto, the financial institutions party thereto, HSBC Bank PLC, as agent for the other Finance Parties, and the Security Agent, pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Senior Facilities Agreement, the Grantors have entered into the Security Agreement dated as of November 7, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Collateral).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees,

generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

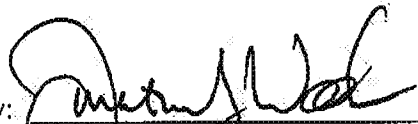
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

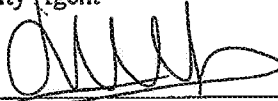
[Signature Pages Follow]

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

CALYPSO TECHNOLOGY, INC.,
as Initial Grantor

By: 
Name: Jonathan Doty Walsh
Title: Secretary

**HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED,**
as Security Agent

By: 
Name: _____
Title: James McComb
Authorized Signatory

IP Security Agreement - Trademarks

TRADEMARK

REEL: 006790 FRAME: 0701

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Calypso Technology, Inc.	BANK IN A BOX	5763815
	BANK IN A BOX	5481604
	CALYPSO	2769418