

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548929

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PCI-PAL (U.K.) Limited		11/08/2019	Private Limited Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shawbrook Bank Limited		
<b>Street Address:</b>	7 Bishopsgate		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2M 4RB		
<b>Entity Type:</b>	Private Limited Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87628236	PCIPAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6176033305		
<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>			
<b>Phone:</b>	6176033304		
<b>Email:</b>	JRISSMILLER@FEINBERGHANSON.COM		
<b>Correspondent Name:</b>	Joshua H Rissmiller		
<b>Address Line 1:</b>	855 Boylston Street		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Joshua H Rissmiller		
<b>SIGNATURE:</b>	/Joshua H Rissmiller/		
<b>DATE SIGNED:</b>	11/11/2019		
<b>Total Attachments: 5</b>			
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## GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Grant of Security Interest in United States Trademarks ("Agreement"), dated as of November 8, 2019, by and between PCI-PAL (U.K.) Limited, a company incorporated in England and Wales with registered number 03960535 and registered office at 7 Gamma Terrace, Ransomes Europark, Ipswich, Suffolk, England, IP3 9FF ("Grantor"), in favor of the undersigned grantee ("Grantee").

### WITNESSETH:

WHEREAS, the Grantee has made and may make loans (the "Loans") to the Grantor's parent company, PCI-PAL PLC (the "Parent"), in an aggregate unpaid principal amount not exceeding £2,750,000 (the "Facility"), evidenced by that certain Offer of a Growth Capital Term Loan Facility dated as of October 10, 2019 (including all schedules, appendices and exhibits thereto, and as amended, supplemented or otherwise modified from time to time, the "Facility Agreement") by and between Parent and Grantee;

WHEREAS, pursuant to that certain Security Agreement dated October 10, 2019 by and among Grantor and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Grantee, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Grantee this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Grantee a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Grantee.

4. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

6. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

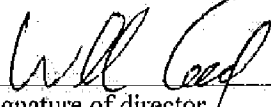
7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[Signature Page Follows]*

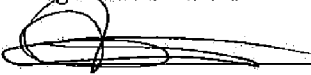
*Execution Copy*

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

**EXECUTED** as a **DEED** by  
**PCI-PAL (U.K.) LIMITED**  
acting by a director in the presence of:

  
\_\_\_\_\_  
Signature of director

Signature of witness

  
\_\_\_\_\_

Print name

Lucy Hall  
\_\_\_\_\_

Address

Shepherd & Wedderburn LLP,  
Condor House 108c, Pauls Churchyard,  
EC4M 8AL, London

Occupation

senior Associate.  
\_\_\_\_\_

*Accepted and Acknowledged by:*

**SHAWBROOK BANK LIMITED,**  
as Grantee

By: \_\_\_\_\_

Name:

Title:

*Signature Page to Grant of Security Interest in United States Trademarks*

**TRADEMARK**  
**REEL: 006793 FRAME: 0508**

*Execution Copy*

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

**EXECUTED** as a **DEED** by  
**PCI-PAL (U.K.) LIMITED**  
acting by a director in the presence of:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of witness


\_\_\_\_\_  
Print name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

*Accepted and Acknowledged by:*

**SHAWBROOK BANK LIMITED,**  
as Grantee

By:   
Name: Wil Chappel  
Title: Head of Growth Capital

*Signature Page to Grant of Security Interest in United States Trademarks*

**TRADEMARK**  
**REEL: 006793 FRAME: 0509**

*Execution Copy*

**Schedule A**

**Trademarks**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>
PCIPAL	87628236	Pending	N/A	N/A