

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CoinMarketCap, LLC		04/01/2020	Limited Liability Company: NEW YORK
CoinMarketCap Opco LLC		04/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Brandon Chez		
Street Address:	P.O. Box 20310 #56448		
City:	Cheyenne		
State/Country:	WYOMING		
Postal Code:	82003		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5962086	COINMARKETCAP	
Registration Number:	5757661		
Serial Number:	88160793	CMC	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	44199-4		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	04/01/2020		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2020, is made by CoinMarketCap, LLC, a New York limited liability company (the “Company”), and CoinMarketCap Opco LLC, a Delaware limited liability company (together with the Company, the “Grantors”), in favor of Brandon Chez (the “Seller”).

WITNESSETH:

WHEREAS, B-CMC Holdings (Delaware) Inc., a Delaware corporation (the “Buyer”), the Company and the Seller have entered into that certain Securities Purchase Agreement, dated as of February 23, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Securities Purchase Agreement”); and

WHEREAS, pursuant to Section 2.7(b) of the Securities Purchase Agreement, effective as of the Closing, the Grantors unconditionally grant, collaterally assign, and pledge to the Seller, to secure the payment of the Deferred Consideration in accordance with Section 2.7(a) of the Securities Purchase Agreement, a continuing first lien security interest, subject to Permitted Liens (a “Security Interest”), in all of the Grantors’ right, title and interest of whatsoever kind and nature in and to the Collateral, including, without limitation, the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Securities Purchase Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, to secure the payment of the Deferred Consideration in accordance with Section 2.7(a) of the Securities Purchase Agreement, hereby unconditionally grants, collaterally assigns, and pledges to the Seller a Security Interest in all of such Grantor’s right, title and interest of whatsoever kind and nature in and to the following Collateral of such Grantor, in each case, only to the extent they constitute Collateral (the “Trademark Collateral”):

(a) all of its Trademarks used as of the date of the Securities Purchase Agreement in the operation of the Acquired Domain Names, including, without limitation, those listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark described in clause (a); and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a “Statement of Use” or “Amendment to Allege Use,” as applicable, has not been filed pursuant to Section 1 of the Lanham Act, 15 U.S.C. § 1051, and accepted with the U.S. Patent and Trademark Office.

Section 3. Securities Purchase Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to the Seller pursuant to Section 2.7(b) of the Securities Purchase Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Seller with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Securities Purchase Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Securities Purchase Agreement, the Securities Purchase Agreement shall control.

Section 4. Termination. This Trademark Security Agreement and the Security Interest in the Trademark Collateral shall automatically terminate, all Liens on and the Security Interest in the Trademark Collateral shall be automatically released and all rights to the Trademark Collateral shall revert to the Grantors (the “Trademark Collateral Release”) upon the payment in full of the Deferred Consideration in accordance with Section 2.7(a) of the Securities Purchase Agreement (or prepayment of the Deferred Consideration, subject to any permitted setoff or withholding). At the time of the Trademark Collateral Release, the Seller shall execute and deliver to the Grantors any discharges of security interests or other release documents (in recordable form if applicable) as are necessary or as the Grantors (or the Buyer on the Grantors’ behalf) may request to effectuate the termination and release of the Security Interest in, and all Liens on, the Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized signatories as of the date first set forth above.

COINMARKETCAP, LLC
as a Grantor

By: Brandon Chez
Name: Brandon Chez
Title: Manager

COINMARKETCAP OPCO LLC
as a Grantor

By: CoinMarketCap, LLC
Its: Managing Member

By: Brandon Chez
Name: Brandon Chez
Title: Manager


ACCEPTED AND AGREED
as of the date first written above:

BRANDON CHEZ
as the Seller

By: Brandon Chez
Name: Brandon Chez
Title: Brandon Chez

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	Registration Number (Date Issued)	Jurisdiction
CoinMarketCap	5962086 (1/14/2020)	United States
M Design (logo) 	5757661 (5/21/2019)	United States

B. TRADEMARK APPLICATIONS

Mark	Application Number (Date Filed)	Jurisdiction
CMC	88160793 (October 18, 2018)	United States