

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lux Vending, LLC		12/21/2020	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Silverpeak Credit Partners, LP		
Street Address:	411 Theodore Fremd Avenue, Suite 206 South		
City:	Rye		
State/Country:	NEW YORK		
Postal Code:	10580		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6041591	BITCOIN DEPOT	
Serial Number:	90348242		
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	7044441124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	12/29/2020		
Total Attachments: 4			
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 21, 2020, by Lux Vending, LLC, a Georgia limited liability company ("Grantor"), in favor of SILVERPEAK CREDIT PARTNERS, LP, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 21, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to Administrative Agent or any Lender Party under the Loan Documents 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 a Grantor.

To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

In addition to and without limitation of any of the foregoing, this Trademark Security Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 10.13 and 10.14 of the Credit Agreement, mutatis mutandis.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Signature Page Follows.]

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

LUX VENDING, LLC

By: 
Name: Brandon Mintz
Title: Chief Executive Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Grantor	Trademark	Serial Number	Registration Number / Date	Jurisdiction
Lux Vending, LLC	BITCOIN DEPOT	88617620	6041591 / April 28, 2020	United States
Lux Vending, LLC	BITCOIN ON EVERY BLOCK	90094298	N/A	United States
Lux Vending, LLC	BUY BITCOIN INSTANTLY	90094283	N/A	United States
Lux Vending, LLC	BRINGING BITCOIN TO THE MASSES	88649000	N/A	United States
Lux Vending, LLC	A BITCOIN ATM ON EVERY CORNER	88648992	N/A	United States
Lux Vending, LLC	DIGITAL BECOMES PHYSICAL	88648997	N/A	United States
Lux Vending, LLC	GET BITCOIN IN A MINUTE	88856101	N/A	United States
Lux Vending, LLC	BTM	88856109	N/A	United States
Lux Vending, LLC	CTM	88856104	N/A	United States
Lux Vending, LLC	Hexagon and Lightning Bolt Logo	90348242	1A Application	United States