

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637937

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUPERPEDESTRIAN, INC.		12/28/2020	Corporation: DELAWARE
LINK YOUR CITY, INC.		12/28/2020	Corporation: DELAWARE
ZAGSTER ACQUISITION COMPANY, LLC		12/28/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as Collateral Agent		
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5177015	SUPERPEDESTRIAN	
Registration Number:	5259261	S	
Registration Number:	5166158	S	
Registration Number:	5326720	COPENHAGEN WHEEL	
Registration Number:	4291020	ZAGSTER	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	32643.00023		
NAME OF SUBMITTER:	Javier J. Ramos		

CH \$140.00 5177015

SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	04/08/2021
Total Attachments: 3 source=Jefferies-Superpedestrian - Trademark Security Agreement [Executed] (4819-5333-9605-1)#page1.tif source=Jefferies-Superpedestrian - Trademark Security Agreement [Executed] (4819-5333-9605-1)#page2.tif source=Jefferies-Superpedestrian - Trademark Security Agreement [Executed] (4819-5333-9605-1)#page3.tif	

GRANT OF A SECURITY INTEREST –TRADEMARKS

December 28, 2020

WHEREAS, the grantors listed on the signature pages to the Pledge and Security Agreement (as defined below) (each, a “Grantor” and, collectively, the “Grantors”) have adopted, used and are using, and hold 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 Grantors have entered into a Pledge and Security Agreement, dated as of December 28, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), in favor of ALTER DOMUS (US) LLC, as the Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement) (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors have granted to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantors 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 Pledge and Security Agreement).

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

The Grantors do 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 Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein mutatis mutandis by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantors have caused this Grant of a Security Interest – Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set above.

SUPERPEDESTRIAN, INC., a Delaware corporation

By: Assaf Biderman
Name: Assaf Biderman
Title: Chief Executive Officer

LINK YOUR CITY, INC., a Delaware corporation

By: Assaf Biderman
Name: Assaf Biderman
Title: President, Treasurer and Secretary

ZAGSTER ACQUISITION COMPANY, LLC, a Delaware limited liability company

By: Assaf Biderman
Name: Assaf Biderman
Title: President

SCHEDULE A TO GRANT OF A SECURITY INTEREST – TRADEMARKS

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Trademark / App. No.</u>	<u>App Date</u>	<u>Reg. Date</u>
Superpedestrian, Inc.	USA	“Superpedestrian”	5177015 86/630201	May 14, 2015	April 4, 2017
Superpedestrian, Inc.	USA	S logo – Class 9 (software)	5259261 87/139488	August 16, 2016	August 8, 2017
Superpedestrian, Inc.	USA	S logo – Class 12 (bikes)	5166158 87/139471	August 16, 2016	March 21, 2017
Superpedestrian, Inc.	USA	“Copenhagen Wheel” – Class 12 (bike)	5326720 87/139469	August 16, 2016	November 7, 2017
Zagster Acquisition Company, LLC	USA	“Zagster”	4291020 85/487720	December 6, 2011	February 19, 2013