

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RetailNext, Inc.		04/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington St.		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3790137	RETAILNEXT	
Registration Number:	5057872	AURORA	
Registration Number:	5057871	LUNA	
Registration Number:	5176311	RETAILNEXT	
Serial Number:	88939961	SHOPSAFE	
Serial Number:	88939958	SHOPSAFE	
CORRESPONDENCE DATA			
Fax Number:	2122305199		
<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:	212-318-6518		
Email:	terrenceboyle@paulhastings.com		
Correspondent Name:	Terrence G. Boyle		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	96107.00017		
NAME OF SUBMITTER:	Terrence G. Boyle		
SIGNATURE:	/s/ Terrence G. Boyle		

CH \$165.00 3790137

DATE SIGNED:	04/23/2021
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Total Attachments: 5

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of April 23, 2021, by RetailNext, Inc., a Delaware corporation ("Grantor"), in favor of Alter Domus (US) LLC, in its capacity as collateral agent for itself and the other Secured 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 April 23, 2021 (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 Secured 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 Secured 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.

This Trademark Agreement shall be construed under and governed by the provisions set forth in Sections 13(g), (h), and (i) of the Security Agreement, *mutatis mutandis*.

This Trademark 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.

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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.

RETAILNEXT, INC.

By: 
Name: Alexei Agratchev
Title: Chief Executive Officer & Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST
Trademark Registrations and Applications

TRADEMARKS:

Registered Trademarks (5)	Territory	Class	Filing Date	Registration Date	Registration No.	Owner
RETAILNEXT	USA	009	10/5/09	5/18/2010	3790137	RetailNext, Inc.
Aurora	USA	009	12/21/15	10/11/2016	5057872	RetailNext, Inc.
Luna	USA	009	12/21/15	10/11/2016	5057871	RetailNext, Inc.
RETAILNEXT	USA	042	9/1/16	4/4/2017	5176311	RetailNext, Inc.
RETAILNEXT	Japan	009 042	2/28/2017	2/23/2018	6022374	RetailNext, Inc.

TRADEMARK APPLICATIONS:

Trademark Applications (3)	Territory	Application No.	Class	Filing Date
RETAILNEXT	EU	016414195	009 42	2/28/2017
SHOPSAFE	USA	88939961	009 042	5/29/2020
SHOPSAFE	USA	88939958	009 042	5/29/2020

TRADEMARK

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