

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649341

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accesso, LLC		05/19/2021	Limited Liability Company: FLORIDA
Blazer and Flip Flops Inc.		05/19/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Investec Bank Plc
Street Address:	30 Gresham Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	DC2V 7QP
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	86615313	Q100
Registration Number:	5156433	ACCESSO
Registration Number:	3828917	ACCESSO
Registration Number:	5036884	ACCESSO
Registration Number:	4200868	ACCESSO
Registration Number:	4661993	ACCESSO
Registration Number:	5129348	ACCESSO LOQUEUE
Registration Number:	4941791	ACCESSO LOQUEUE
Registration Number:	5129347	A
Registration Number:	5022900	A
Registration Number:	4658493	A
Registration Number:	4551453	A
Registration Number:	4360474	ACCESSO PASSPORT
Registration Number:	4360473	ACCESSO PASSPORT
Registration Number:	4506526	
Registration Number:	2570529	SIRIUSWARE
Registration Number:	5885770	EXPERIENCE ITINERARY
Registration Number:	5764019	EXPERIENCE OPERATING SYSTEM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5973484	EXPERIENCE STUDIO
Registration Number:	5168562	LIVE BRANDED MAP
Registration Number:	5786028	KAIYUAN DYNASTY
Registration Number:	4896127	TE2
Registration Number:	6024486	TE2OS
Registration Number:	5251479	THE EXPERIENCE ENGINE
Registration Number:	5908541	XOS
Registration Number:	5908544	ZERO-TO-EXPERIENCE
Registration Number:	5891464	ACCESSO SIRIUSWARE
Registration Number:	5891465	ACCESSO SIRIUSWARE
Registration Number:	5138127	
Registration Number:	5950379	QBAND
Registration Number:	5950378	QBOT
Registration Number:	5897389	QSMART

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2126834120
Email: luis.rodriquez@unitedcorporate.com
Correspondent Name: May Yip-Daniels
Address Line 1: 1221 Avenue of the Americas
Address Line 2: c/o Mayer Brown LLP
Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER:	May Yip-Daniels
SIGNATURE:	/May Yip-Daniels/
DATE SIGNED:	05/25/2021

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 19th day of May, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **INVESTEC BANK PLC** (“Investec”), in its capacity as security trustee for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Security Trustee”).

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Facility Agreement, dated as of March 19, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Facility Agreement”), by and among Accesso Technology Group PLC, a company incorporated in England and Wales with registered number 03959429 as parent and borrower (“Parent” or the “Borrower”), Investec Bank PLC as mandated lead arranger (the “Arranger”), the financial institutions from time to time party thereto (collectively the “Lenders”), Investec Bank PLC as agent of the other finance parties (the “Agent”) and the Security Trustee as security trustee for the Secured Parties, the Secured Parties have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Secured Parties are willing to make the financial accommodations to the Borrower as provided for in the Facility Agreement and the other Finance Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Security Trustee, for the benefit of Secured Parties, that certain Guaranty and Security Agreement, dated as of May 19, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Security Trustee, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Facility Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Security Trustee, for the benefit each member of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything to the contrary contained in this Agreement or any other Finance Document, in no event shall the security interest of this Section 2 attach to, and the term "Trademark Collateral" and other terms defining the components of the Trademark Collateral in the foregoing Section 2 shall not include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Security Trustee, the other members of the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Security Trustee, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Security Trustee with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain ownership rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Security Trustee with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Security Trustee unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Security Trustee's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Finance Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an

original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ACCESSO, LLC

DocuSigned by:
By: Fern MacDonald
Name: Fern MacDonald
Title: CFO

BLAZER AND FLIP FLOPS, INC.

DocuSigned by:
By: Fern MacDonald
Name: Fern MacDonald
Title: CFO

SECURITY TRUSTEE:

INVESTEC BANK PLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ACCESSO, LLC


By: _____
Name:
Title:

BLAZER AND FLIP FLOPS, INC.

By: _____
Name:
Title:

SECURITY TRUSTEE:

INVESTEC BANK PLC

By:  _____
Name: John O'Donovan
Title: Solicitor





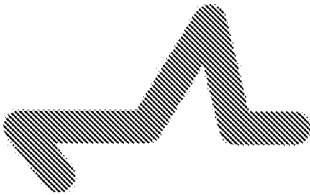
INVESTEC BANK PLC






By:  _____
Name: Gregg Pietersen
Title: Authorized Signatory



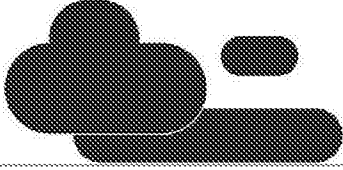
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered

ACCESSO, LLC




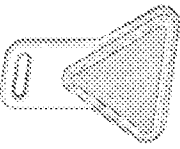
Official No	Title/Mark	Country	Classes (International)	Application Date	Registration Date (R)	Next Renewal Date
012289468	ACCESSO LOQUEUE	European Union	37, 41, 42	07-Nov-2013	11-Jun-2014	07-Nov-2023
UK00912289468	ACCESSO LOQUEUE	United Kingdom	37, 41, 42	07-Nov-2013	11-Jun-2014	07-Nov-2023
012289419	Rectangles Device 	European Union	37, 41, 42	07-Nov-2013	24-Jun-2014	07-Nov-2023
UK00912289419	Rectangles Device 	United Kingdom	37, 41, 42	07-Nov-2013	24-Jun-2014	07-Nov-2023
013909734	ACCESSO SIRIUSWARE	European Union	09, 41	02-Apr-2015	24-Apr-2019	02-Apr-2025
UK00913909734	ACCESSO SIRIUSWARE	United Kingdom	09, 41	02-Apr-2015	24-Apr-2019	02-Apr-2025
013909718	accesso SIRIUSWARE Logo 	European Union	09, 41	02-Apr-2015	11-Apr-2019	02-Apr-2025
UK00913909718	accesso SIRIUSWARE Logo 	United Kingdom	09, 41	02-Apr-2015	11-Apr-2019	02-Apr-2025
013908066	STAR Logo 	European Union	09, 41	02-Apr-2015	04-Aug-2015	02-Apr-2025
5891464	ACCESSO SIRIUSWARE	United States of America	09, 41	02-Apr-2015	22-Oct-2019	22-Oct-2029

Official No	Title/Mark	Country	Classes (International)	Application Date	Registration Date (R)	Next Renewal Date
5891465	SIRIUSWARE (Logo) 	United States of America	09, 41	02-Apr-2015	22-Oct-2019	22-Oct-2029
5138127	STAR Logo 	United States of America	09, 41	02-Apr-2015	07-Feb-2017	07-Feb-2027
5950379	Qband	United States of America	09, 42	30-Apr-2015	31-Dec-2019	31-Dec-2029
5950378	Qbot	United States of America	09, 42	30-Apr-2015	31-Dec-2019	31-Dec-2029
5897389	Qsmart	United States of America	09, 42	30-Apr-2015	29-Oct-2019	29-Oct-2029
86/615313	Q100	United States of America	09, 42	30-Apr-2015		
5156433	ACCESSO	United States of America	42	01-Nov-2013	07-Mar-2017	07-Mar-2027
3828917	ACCESSO	United States of America	41, 45	29-Aug-2008	03-Aug-2010	03-Aug-2030
5036884	ACCESSO	United States of America	38, 41	01-Nov-2013	06-Sep-2016	06-Sep-2026
4200868	ACCESSO	United States of America	42	22-Jun-2011	04-Sep-2012	04-Sep-2022
4661993	ACCESSO	United States of America	42	01-Nov-2013	30-Dec-2014	30-Dec-2024
5129348	ACCESSO LOQUEUE	United States of America	42	04-Nov-2013	24-Jan-2017	24-Jan-2027
4941791	ACCESSO LOQUEUE	United States of America	38, 41	04-Nov-2013	19-Apr-2016	19-Apr-2026
5129347	A Device 	United States of America	42	01-Nov-2013	24-Jan-2017	24-Jan-2027
5022900	A Device 	United States of America	38, 41	01-Nov-2013	16-Aug-2016	16-Aug-2026
4658493	A Device 	United States of America	42	01-Nov-2013	23-Dec-2014	23-Dec-2024

Official No	Title/Mark	Country	Classes (International)	Application Date	Registration Date (R)	Next Renewal Date
4551453	A Device 	United States of America	45	01-Nov-2013	17-Jun-2014	17-Jun-2024
4360474	ACCESSO PASSPORT	United States of America	42	11-Oct-2012	02-Jul-2013	02-Jul-2023
4360473	accesso Passport and Cloud device 	United States of America	42	11-Oct-2012	02-Jul-2013	02-Jul-2023
4506526	Cloud logo 	United States of America	42	11-Oct-2012	01-Apr-2014	01-Apr-2024
2570529	SIRIUSWARE	United States of America	09	14-Apr-1998	21-May-2002	21-May-2022

BLAZER AND FLIP FLOPS INC.

Reg. No.	Mark	Country	File Date	App. No.	Reg. Date	Status	Classes
5,885,770	EXPERIENCE ITINERARY	United States of America	02/01/2017	87/321,159	10/15/2019	REGISTERED	Class 9, 42
5,764,019	EXPERIENCE OPERATING SYSTEM	United States of America	02/01/2017	87/321,281	05/28/2019	REGISTERED	Class 9, 42
5,973,484	EXPERIENCE STUDIO	United States of America	02/01/2017	87/321,229	01/28/2020	REGISTERED	Class 9, 42
5,168,562	LIVE BRANDED MAP	United States of America	3/14/2014	86/222,177	03/21/2017	REGISTERED	Class 9, 42
5,786,028	PERSONALIZING THE PHYSICAL WORLD	United States of America	02/08/2017	87/328,725	05/28/2019	REGISTERED	Class 9, 42
4,896,127	TE2	United States of America	03/21/2014	86/228,871	02/02/2016	REGISTERED	Class 9, 42
6,024,486	TE2OS	United States of America	02/01/2017	87/321,138	03/31/2020	REGISTERED	Class 9, 42
5,251,479	THE EXPERIENCE ENGINE	United States of America	03/21/2014	86/228,876	07/25/2017	REGISTERED	Class 9, 42
5,908,541	XOS	United States of America	02/01/2017	87/321,215	11/12/2019	REGISTERED	Class 9, 42
5,908,544	ZERO-TO-EXPERIENCE	United States of America	02/08/2017	87/328,739	11/12/2019	REGISTERED	Class 9, 42

Country	Registration No	App No	Filed	Status	Title	Detail
US	D 815,967	29/570,529	7/8/2016	Issued	Wearable Device	
US	D815,968	29/573,891	8/10/2016	Issued	Wearable Device	
US	D815,969	29/573,898	8/10/2016	Issued	Wearable Device	
US	D815,970	29/573,902	8/10/2016	Issued	Wearable Device	
US	D816,527	29/573,904	8/10/2016	Issued	Wearable Device	