

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEUTRON HOLDINGS, INC.		06/04/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	90589474	ANY TRIP. ANY TIME. ANYWHERE.	
Serial Number:	88388598	JUMP	
Serial Number:	88010478	LIME	
Serial Number:	87786032	LIME-S	
Serial Number:	90589844	RIDE GREEN	
Serial Number:	88014232		
Registration Number:	6072139	JUMP	
Registration Number:	6015273	LIME	
Registration Number:	6181783	LIME	
Registration Number:	5470652	LIMEBIKE	
Registration Number:	5921906	LIME-S	
Registration Number:	6125542	UNLOCK LIFE	
Registration Number:	6015329		
Registration Number:	6181784		
Registration Number:	5425204	BOOSTED	
Registration Number:	5425205	BOOSTED	
Registration Number:	5396610	BOOSTED BOARDS	
Registration Number:	5747113	BOOSTED MINI	

CH \$515.00 90589474

Property Type	Number	Word Mark
Registration Number:	5752816	STEALTH
Serial Number:	88240224	OWN YOUR COMMUTE

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: 212-390-4147
Email: vincent.martell@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: Attn: Vincent Martell, Paralegal
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	25150-13
NAME OF SUBMITTER:	Vincent Martell
SIGNATURE:	/vincent martell/
DATE SIGNED:	06/04/2021

Total Attachments: 6

source=EXECUTED - Lime - Trademark Security Agreement (Jun-04-21)_LEGAL#page1.tif
source=EXECUTED - Lime - Trademark Security Agreement (Jun-04-21)_LEGAL#page2.tif
source=EXECUTED - Lime - Trademark Security Agreement (Jun-04-21)_LEGAL#page3.tif
source=EXECUTED - Lime - Trademark Security Agreement (Jun-04-21)_LEGAL#page4.tif
source=EXECUTED - Lime - Trademark Security Agreement (Jun-04-21)_LEGAL#page5.tif
source=EXECUTED - Lime - Trademark Security Agreement (Jun-04-21)_LEGAL#page6.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of June 4, 2021 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as administrative agent and collateral agent for Lender (in such capacity, together with any successors and assigns, the “*Agent*”).

RECITALS

WHEREAS, pursuant to the Credit Agreement, dated as of June 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among NEUTRON HOLDINGS, INC., a Delaware corporation (“*Borrower*”), CLOVER PRIVATE CREDIT OPPORTUNITIES ORIGINATION II LP (in such capacity, “*PCO II*” or “*Clover*”; together with any other Person that shall have become a party to this Agreement as a Lender, collectively, the “*Lender*”) and Agent, the Lender have severally agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Guaranty and Security Agreement, dated as of June 4, 2021, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”);

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Lender, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Guaranty and Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, Grantor’s right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, and all income, royalties, proceeds, damages and payments now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses entered into in connection therewith and right to sue for damages and payments for past, present or future infringements thereof (collectively, the “*Trademark Collateral*”), to the Collateral Agent, for the benefit of the Lender, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Guaranty and Security Agreement, it is acknowledged and agreed that any “intent-to-use” application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, or any other application for a trademark registration that would otherwise be deemed invalidated, unenforceable,

cancelled or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such Lien will not affect the validity of such application for trademark registration is Excluded Property and shall not be deemed Collateral or Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Lender, in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof. The Guaranty and Security Agreement (and all rights and remedies of the Collateral Agent and the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with the terms of the Credit Agreement. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

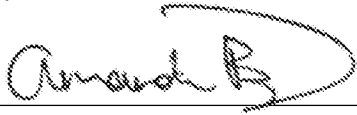
NEUTRON HOLDINGS, INC.,
a Delaware corporation,
as a Grantor

DocuSigned by:
By: Andrea Ellis
Name: Andrea Ellis
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By:

A handwritten signature in cursive script, appearing to read "Amanda Berg", written over a horizontal line.

Name:

Amanda Berg

Title:


Banking Officer


[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007316 FRAME: 0923

SCHEDULE A

U.S. Trademarks and Applications

Mark	App. No./Date	Reg. No./Date	Status	Owner
ANY TRIP. ANY TIME. ANYWHERE.	90589474 March 19, 2021	--	Filed ITU March 23, 2021	Neutron Holdings, Inc.
JUMP	87748823 January 9, 2018	6072139 June 9, 2020	Registered June 9, 2020	Neutron Holdings, Inc.
JUMP	88388598 April 16, 2019	--	Filed ITU April 7, 2021	Neutron Holdings, Inc.
LIME	88010478 June 21, 2018	--	Allowed ITU February 25, 2021	Neutron Holdings, Inc.
LIME	88480142 June 19, 2019	6015273 March 17, 2020	Registered March 17, 2020	Neutron Holdings, Inc.
LIME	88978932 June 21, 2018	6181783 October 20, 2020	Registered October 20, 2020	Neutron Holdings, Inc.
LIMEBIKE	87308699 January 20, 2017	5470652 May 15, 2018	Registered May 15, 2018	Neutron Holdings, Inc.
LIME-S	87786032 February 6, 2018	--	Allowed ITU April 5, 2021	Neutron Holdings, Inc.
LIME-S	87982117 February 6, 2018	5921906 November 26, 2019	Registered November 26, 2019	Neutron Holdings, Inc.
RIDE GREEN	90589844 March 19, 2021	--	Filed ITU March 23, 2021	Neutron Holdings, Inc.
UNLOCK LIFE	88349111 March 20, 2019	6125542 August 11, 2020	Registered August 11, 2020	Neutron Holdings, Inc.
Design Only 	88014232 June 25, 2018	--	Allowed ITU February 25, 2021	Neutron Holdings, Inc.
Design Only	88514013 July 15, 2019	6015329 March 17, 2020	Registered March 17, 2020	Neutron Holdings, Inc.

Mark	App. No./Date	Reg. No./Date	Status	Owner
				
Design Only 	88978936 June 25, 2018	6181784 October 20, 2020	Registered October 20, 2020	Neutron Holdings, Inc.
BOOSTED	87484341 June 12, 2017	5425204 March 13, 2018	Registered March 13, 2018	Neutron Holdings, Inc., Dba Lime
BOOSTED	87484344 June 12, 2017	5425205 March 13, 2018	Registered March 13, 2018	Neutron Holdings, Inc., Dba Lime
BOOSTED BOARDS	85791608 November 30, 2012	5396610 February 6, 2018	Registered February 6, 2018	Neutron Holdings, Inc., Dba Lime
BOOSTED MINI	87853555 March 28, 2018	5747113 May 7, 2019	Registered May 7, 2019	Neutron Holdings, Inc., Dba Lime
OWN YOUR COMMUTE	88240224 December 23, 2018	--	Allowed ITU December 8, 2020	Neutron Holdings, Inc., Dba Lime
STEALTH	87853551 March 28, 2018	5752816 May 14, 2019	Registered May 14, 2019	Neutron Holdings, Inc., Dba Lime