

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Remitly, Inc.		09/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	NY1-C413, 4 Chase Metrotech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5231634		
Registration Number:	6274410	PASSBOOK BY REMITLY	
Registration Number:	4293444	REMITLY	
Registration Number:	5115590	REMITLY	
Registration Number:	6253130	REMITLY	
Registration Number:	5231633	REMITLY	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552333		
Email:	jmull@stblaw.com		
Correspondent Name:	Bobbie Burrows		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2373		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	09/14/2021		

CH \$165.00 5231634

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 13, 2021 (this “**Agreement**”), among Remitly, Inc. (“**Grantor**”) and JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) REMITLY GLOBAL, INC. and REMITLY, INC. (collectively, the “**Borrowers**”), the GUARANTORS as defined therein, the LENDERS and ISSUING BANKS from time to time party thereto, JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”), Collateral Agent, Swing Line Lender and Issuing Bank, have entered into a Revolving Credit and Guaranty Agreement, dated as of September 13, 2021 (as amended and/or restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).
- (B) Grantor is party to a Pledge and Security Agreement, dated as of September 13, 2021, in favor of the Collateral Agent (the “**Pledge and Security Agreement**”), pursuant to which certain Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of such Grantor’s Secured Obligations, Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under all Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“**Trademark Collateral**” means Grantor’s right, title and interest in, to and under (a) United States registered Trademarks and applications for United States registered Trademarks and (b) Trademark Licenses pursuant to which Grantor receives from any Person an exclusive license to any United States registered Trademarks, including the Trademarks and Trademark Licenses referred to in Schedule I hereto. Notwithstanding anything herein to the contrary, in no event shall the term “**Trademark Collateral**” include, and no Grantor shall be deemed to have granted a

security interest in, or Lien on, any of its right, title or interest in any Excluded Assets (but only for so long as such property shall constitute Excluded Assets), including any “intent-to-use” application for registration of a Trademark, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such “intent-to-use” application or any registration that issues from such “intent-to-use” application under applicable federal law.

SECTION 3. Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted concurrently in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby is more fully set forth in the Pledge and Security Agreement, the terms and provisions of which 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 Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 4. Term

The term of this Agreement shall be coterminous with the term of the Pledge and Security Agreement.

SECTION 5. Governing Law and Consent to Jurisdiction

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED IN CONTRACT (AT LAW OR IN EQUITY), TORT OR ANY OTHER THEORY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. THE TERMS AND PROVISIONS OF SECTIONS 9.8 AND 9.12 OF THE PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN.


SECTION 6. Counterparts

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. The provisions of Section 10.15(b) of the Credit Agreement shall be applicable to this Agreement.

[Signature Page Follows]

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

REMITLY, INC., as Grantor

By: 
Name: Matthew Oppenheimer
Title: President and Treasurer

ACCEPTED AND AGREED:

JPMORGAN CHASE BANK, N.A., as Collateral Agent

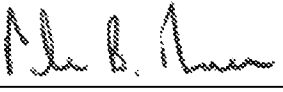
By: _____
Name:
Title:

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007420 FRAME: 0879

ACCEPTED AND AGREED:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name: Peter B. Thauer
Title: Managing Director

SCHEDULE I

U.S. Trademarks

MARK	APP. NO./ FILING DATE	REG. NO./ REG DATE	REGISTERED OWNER
CLASPED HAND Logo	87205056 10/17/2016	5231634 06/27/2017	Remitly, Inc.
PASSBOOK BY REMITLY	88980113 09/16/2019	6274410 02/16/2021	Remitly, Inc.
REMITLY	85603057 04/19/2012	4293444 02/19/2013	Remitly, Inc.
REMITLY	86773127 09/30/2015	5115590 01/03/2017	Remitly, Inc.
REMITLY	88979875 09/16/2019	6253130 01/19/2021	Remitly, Inc.
REMITLY (and CLASPED HAND Logo)	87205053 10/17/2016	5231633 06/27/2017	Remitly, Inc.

U.S. Trademark Licenses

None