

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683039

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900649936

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trax Technology Solutions Pte. Ltd.		10/14/2021	Limited Liability Company: SINGAPORE
shopkick, Inc.		10/14/2021	Corporation: DELAWARE
Trax Retail, Inc.		10/14/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC
Street Address:	225 W Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	86948455	PERFORMANCE DRIVEN MERCHANDISING
Serial Number:	85636719	QURI
Serial Number:	87243415	S
Serial Number:	86118266	SHOPBEACON
Serial Number:	87243315	SHOPKICK
Serial Number:	85309353	KICKS
Serial Number:	85098343	SHOPKICK SIGNAL
Serial Number:	77864716	SHOPKICK
Serial Number:	87418921	
Serial Number:	87418934	
Serial Number:	88585277	TRAX
Serial Number:	88585272	TRAX
Serial Number:	88585269	TRAX
Serial Number:	88167085	TRAX
Serial Number:	88167081	TRAX
Serial Number:	88167075	TRAX

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CORRESPONDENCE DATA**Fax Number:** 9495676710*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:** 9498527792**Email:** ipprosecution@orrick.com, vsantos@orrick.com**Correspondent Name:** ORRICK, HERRINGTON & SUTCLIFFE, LLP**Address Line 1:** 2050 MAIN ST., SUITE 1100**Address Line 2:** IP PROSECUTION DEPT**Address Line 4:** IRVINE, CALIFORNIA 34313**ATTORNEY DOCKET NUMBER:** 35619.27**NAME OF SUBMITTER:** Victor Santos**SIGNATURE:** /Victor Santos/**DATE SIGNED:** 10/22/2021**Total Attachments: 12**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 14, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Trax Technology Solutions Pte. Ltd., a company incorporated in Singapore with company registration number 201023920E, Trax Retail, Inc., a Delaware corporation, and shopkick, Inc., a Delaware corporation (collectively, the “**Grantors**”), in favor of Alter Domus (US) LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS the Grantors are parties to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) among the Grantors, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. Each Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by each Grantor or in which each Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all registered trademarks, service marks, trade names, corporate names, domain names, company names, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in

Schedule A hereto, and all extensions or renewals thereof, as well as all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing, and

(iii) all rights corresponding to the foregoing throughout the world; and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, 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 or render void or result in the cancellation of, any registration issued as a result of such “intent to use” trademark application under any applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement.

SECTION 5. TERMINATION

This Agreement shall automatically terminate and the lien on and security interest in the Trademark Collateral shall be automatically released upon the payment in full in cash of all the Obligations and the expiration of the Commitments (other than contingent or inchoate obligations for which no claim has been asserted). Upon the termination of this Agreement, the Administrative

Agent shall, at the sole expense of the Grantors, execute all documents, make all filings and 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. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.


SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRAX TECHNOLOGY SOLUTIONS PTE.
LTD., as Grantor

By: 
Name: Oren Feldheim
Title: Director

SHOPKICK, INC., as Grantor

By: _____
Name: Paul Kalivas
Title: Chief Legal Officer, Director

TRAX RETAIL, INC., as Grantor

By: _____
Name: Paul Kalivas
Title: Chief Legal Officer, Director

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRAX TECHNOLOGY SOLUTIONS PTE.
LTD., as Grantor

By: _____
Name: Dror Feldheim
Title:

SHOPKICK, INC., as Grantor

By: Paul Kalivas
Name: Paul Kalivas
Title Chief Legal Officer, Director


TRAX RETAIL, INC., as Grantor

By: Paul Kalivas
Name: Paul Kalivas
Title Chief Legal Officer, Director

Signature Page to Trademark Security Agreement

Acknowledged and Agreed:

ALTER DOMUS (US) LLC, as Administrative
Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

I. Trademarks & Trademark Applications

U.S. Trademarks and Trademark Applications

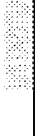
Grantor	Country	Trademark	Application No	Application Date	Registration Number	Registration Date
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	trax	88585277	20-08-19	6017742	24/3/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	trax	88585272	20-08-19	6017741	24/3/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	trax	88585269	20-08-19	6017740	24/3/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	TRAX	88167085	24-10-18	5722430	09/04/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	TRAX	88167081	24-10-18	5987504	18/2/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	TRAX	88167075	24-10-18	5727933	16/4/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	SHELF PULSE	79240551	29-06-18	5905693	12/11/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	SHELF BLUEPRINT	79240473	29-06-18	5905691	12/11/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	SHELF INTELLIGENCE SUITE	79245271	29-06-18	5847728	03/09/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US		79208861	10-02-17	5430501	27/3/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US		79211012	10-02-17	5430525	27/3/2018

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Grantor	Country	Trademark	Application No	Application Date	Registration Number	Registration Date
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	TRAX 5P HEALTH CHECK	79191532	09-12-15	5352513	12/12/2017
Trax Retail, Inc.	US	PERFORMANCE DRIVEN MERCHANDISING	86948455	22-03-16	5163129	14/3/2017
Trax Retail, Inc.	US	QURI	85636719	28-05-12	4481808	11/2/2014
shopkick, Inc.	US		87243415	21-11-16	5456337	01/05/2018
shopkick, Inc.	US		87243315	21-11-16	5269555	22/8/2017
Shopkick, Inc.	US	SHOPBEACON	86118266	13-11-13	4813514	15/9/2015
shopkick, Inc.	US	KICKS	85309353	01-05-11	4151498	29/5/2012
shopkick, Inc.	US	SHOPKICK SIGNAL	85098343	02-08-10	4096821	07/02/2012
shopkick, Inc.	US [Designation of Madrid Protocol]		87243315		1341649	1.12.2016
shopkick, Inc.	US [Designation of Madrid Protocol]		87243415		1338617	14.12.2016
shopkick, Inc.	US [Designation of Madrid Protocol]	SHOPKICK SIGNAL	85098343		1331642	18.11.2016
shopkick, Inc.	US [Designation of Madrid Protocol]	KICKS	85309353		1332073	18.11.2016
shopkick, Inc.	US	SHOPKICK	77864716	04-11-09	3935282	22/3/2011
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US		79278160	30-07-19	Pending	Pending
shopkick, Inc.	US	No Verbal Elements	87418921	20-04-17	6274433	16/1/2021
shopkick, Inc.	US	No Verbal Elements	87418934	20-04-17	6274434	16/2/2021

Non-U.S. Trademarks and Trademark Applications






Loan Party	Country	Trademark	Application No	Application Date	Registration Number	Registration Date
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG		40201800938W	15-01-18	40201800938W	30/08/2018

Loan Party	Country	Trademark	Application No	Application Date	Registration Number	Registration Date
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG		40201800940T	15-01-18	40201800940T	30/08/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG		40201800937Y	15-01-18	40201800937Y	05/09/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG		40201800941R	15-01-18	40201800941R	30/08/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG		40201508383W	19-05-15	40201508383W	09/12/2015
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG		40201507934X	13-05-15	40201507934X	02/02/2017
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG		40201507943R	13-05-15	40201507943R	02/02/2017
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG		40202023850U	10-02-20	40202023850U	04/05/2021
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG		40201912517V (IR No. 1560127)	05-04-19	40201912517V	14/07/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO		1433882	29/06/2018	1433882	15/11/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China		1433882	29/06/2018		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union		1433882	29/06/2018		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO		1422186	29/06/2018	1422186	13/09/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China		1422186	29/06/2018		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union		1422186	29/06/2018		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO		1513186	30/07/2019	1513186	06/02/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China		1513186	30/07/2019		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union		1513186	30/07/2019		

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Loan Party	Country	Trademark	Application No	Application Date	Registration Number	Registration Date
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO		1422394	29/06/2018	1422394	15/11/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China		1422394	29/06/2018		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union		1422394	29/06/2018		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO		1308544	09/12/2015	1308544	15/09/2016
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China		1308544	09/12/2015		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union		1308544	09/12/2015		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO		1352610	10/02/2017	1352610	26/06/2017
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China		1352610	10/02/2017		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union		1352610	10/02/2017		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO		1347488	10/02/2017	1347488	01/06/2017
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China		1347488	10/02/2017		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union		1347488	10/02/2017		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO		1560127	10/02/2020	1560127	12/11/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	United Kingdom		1560127	10/02/2020		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union		1560127	10/02/2020		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China		1560127	10/02/2020		

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Loan Party	Country	Trademark	Application No	Application Date	Registration Number	Registration Date
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO	TRAX	1470962	05/04/2019	1470962	06/06/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China	TRAX	1470962	05/04/2019		
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union	TRAX	1470962	05/04/2019		
shopkick, Inc.	CA	KICKS	1822447-00	10-02-17	TMA1046725	02/08/2019
shopkick, Inc.	NZ		1065395	01-12-16	1065395	28/11/2017
shopkick, Inc.	AU		1840771	01-12-16		
shopkick, Inc.	CA	SHOPBEACON	1673279-00	17-04-14	TMA1044759	25/07/2019
shopkick, Inc.	EM	SHOPBEACON	12799771	16-04-14	12799771	22/08/2014
shopkick, Inc.	EM	KICKS	10318822	06-10-11	10318822	15/05/2012
shopkick, Inc.	EM	SHOPKICK SIGNAL	9652926	12-01-11	9652926	23/05/2011
shopkick, Inc.	EM	KICKBUCKS	9652918	12-01-11	9652918	23/05/2011
shopkick, Inc.	EM	SHOPKICK	9074006	03-05-10	9074006	27/09/2010
shopkick, Inc.	EM	CauseWorld	9074022	03-05-10	9074022	12/10/2010
shopkick, Inc.	China	KICKBUCKS	9101251	28-01-11	9101251	07/02/2012
shopkick, Inc.	China	SHOPBEACON	14430797	22-04-14		08/07/2015
shopkick, Inc.	China		10957713	23-05-12		
shopkick, Inc.	China		14570407	29-05-14		
shopkick, Inc.	Japan	KICKBUCKS	2011-003118	20-01-11	5448826	11/04/2011
shopkick, Inc.	Japan	SHOPBEACON	2014-030387	18-04-14	5779932	07/17/2015
shopkick, Inc.	Japan	SHOPKICK	2010-035185	05-06-10	5344431	08/06/2010
shopkick, Inc.	Japan	SHOPKICK SIGNAL	2011-004027	24-01-11	5453501	11/25/2011
shopkick, Inc.	Korea		4020180006986	16-01-18	4014127360000	01/11/2018
shopkick, Inc.	Korea		4520140003103	24-04-14	4500587070000	01/09/2015
shopkick, Inc.	Korea	SHOPKICK	4020100023751	05-04-10	400884312	10/10/2011
shopkick, Inc.	AU		1838028	14-12-16	Pending	Pending
shopkick, Inc.	CA		1812915-00	06-12-16	Pending	Pending

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Loan Party	Country	Trademark	Application No	Application Date	Registration Number	Registration Date
shopkick, Inc.	CA	shopkick	1812914-00	06-12-16	Pending	Pending
shopkick, Inc.	CA	SHOPKICK	1791924-00	18-07-16	Pending	Pending

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RECORDED: 10/15/2021

Schedule A

4131-8120-8112