

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687549

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Deed of Accession to the Debenture		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BUYINGTEAM HOLDINGS LIMITED		11/01/2021	Limited Liability Company: ENGLAND AND WALES
BUYINGTEAM LIMITED		11/01/2021	Limited Liability Company: ENGLAND AND WALES
BUYINGTEAM SUPPORT SERVICES LIMITED		11/01/2021	Limited Liability Company: ENGLAND AND WALES
PROXIMA PROCUREMENT LIMITED		11/01/2021	Limited Liability Company: ENGLAND AND WALES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lucid Trustee Services Limited		
<b>Street Address:</b>	6th Floor, No. 1 Building, 1-5, London Walls		
<b>City:</b>	London		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	EC2M 5PG		
<b>Entity Type:</b>	Limited Liability Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5444509	CATALYTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1522233		
<b>NAME OF SUBMITTER:</b>	David C. Lee		
<b>SIGNATURE:</b>	/David C. Lee/		

OP \$40.00 5444509

<b>DATE SIGNED:</b>	11/11/2021
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**Total Attachments: 13**

- source=2. Byzantine - Accession to debenture (dated)#page1.tif
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- source=2. Byzantine - Accession to debenture (dated)#page7.tif
- source=2. Byzantine - Accession to debenture (dated)#page8.tif
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- source=2. Byzantine - Accession to debenture (dated)#page13.tif

DATED 1 November 2021

- (1) BUYINGTEAM HOLDINGS LIMITED
- (2) BUYINGTEAM LIMITED
- (3) BUYINGTEAM SUPPORT SERVICES LIMITED
- (4) PROXIMA PROCUREMENT LIMITED
- (5) BYZANTINE BIDCO LIMITED
- (6) BYZANTINE MIDCO LIMITED
- (7) LUCID TRUSTEE SERVICES LIMITED  
(as Security Agent)

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DEED OF ACCESSION TO THE DEBENTURE

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**THIS DEED** is made on 1 November 2021

**BETWEEN:-**

- (1) **BUYINGTEAM HOLDINGS LIMITED**, a company registered in England and Wales with company number 05075268 (the "**Target**");
- (2) **BUYINGTEAM LIMITED**, a company registered in England and Wales with company number 06029614 ("**BTL**");
- (3) **BUYINGTEAM SUPPORT SERVICES LIMITED**, a company registered in England and Wales with company number 06989280 ("**BTSSL**");
- (4) **PROXIMA PROCUREMENT LIMITED**, a company registered in England and Wales with company number 10977550 (together with the Target, BTL and BTSSL, the "**New Chargors**");
- (5) **BYZANTINE MIDCO LIMITED**, a company incorporated in England and Wales with registration number 13432361 (the "**Parent**");
- (6) **BYZANTINE BIDCO LIMITED**, a company incorporated in England and Wales with registration number 13433569 (the "**Company**"); and
- (7) **LUCID TRUSTEE SERVICES LIMITED** as security agent and trustee for the Secured Parties (as defined in the Debenture, as defined below) (the "**Security Agent**").

**RECITALS**

- (A) The Company and the Parent have entered into a debenture dated 28 June 2021 (as supplemented and amended by Deeds of Accession, Supplemental Debentures or otherwise from time to time, the "**Debenture**") with the Security Agent as security agent and trustee for the Secured Parties.
- (B) Each New Chargor at the request of the Company and the Parent and in consideration of the Secured Parties making or continuing to make facilities available to one or more of the Chargors or any other member of the Group as well as any other good and valuable consideration received by itself, the Chargors or any other member of the Group, and after giving due consideration to the terms and conditions of the Finance Documents (including, without limitation, the Debenture) and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to such New Chargor, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture.

**THIS DEED WITNESSES** as follows:-

1. **DEFINITIONS**

Words and expressions defined in the Debenture shall have the same meanings in this Deed unless they are expressly defined in this Deed. This Deed is a Deed of Accession.

2. **CONSTRUCTION**

- 2.1 Without prejudice to the operation of any applicable term of the Debenture, the principles of construction set out in clause 1.2 (*Interpretation*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.

- 2.2 Unless a contrary intention appears, any reference in this Deed to:
- 2.2.1 this "**Deed**" is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time; and
- 2.2.2 a "**New Chargor**" and the "**Security Agent**" includes any one or more of its assigns, transferees and successors in title (in the case of a New Chargor to the extent such assignment, transfer or succession is expressly permitted by the Security Agent).

2.3 The provisions of clause 1.4 (*Deeds of Accession*), clause 1.5 (*Supplemental Debenture*), clause 16 (*Enforcement of Security*), clause 23.4 (*Remedies and waivers*), clause 23.6 (*Partial Invalidity*), clause 29 (*Counterparts*) and clause 31 (*Jurisdiction*) of the Debenture shall be incorporated into this Deed *mutatis mutandis* as if set out in full in this Deed and references in those clause to "this Debenture" are references to this Deed.

### 3. **ACCESSION**

Each New Chargor agrees:

- 3.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if such New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession); and
- 3.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.

### 4. **SECURITY**

Each New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Parties, all its business, undertaking and assets on the terms of clause 3 (*Fixed Security and Floating Charge*) of the Debenture, provided that:

- 4.1 such legal mortgage shall extend to the Real Property of such New Chargor (including, without limitation, any Real Property referred to in Schedule 1 (*Details of Real Property*) hereto); and
- 4.2 such first fixed charge, assignment and first floating charge referred to therein shall extend to:
- 4.2.1 the Real Property of such New Chargor (including, without limitation, any Real Property referred to in Schedule 1 (*Details of Real Property*) hereto);
- 4.2.2 the Shares of such New Chargor referred to in Schedule 2 (*Details of Shares*) hereto;
- 4.2.3 the Intellectual Property of such New Chargor (including, without limitation, any Intellectual Property referred to in Schedule 3 (*Details of Intellectual Property*) hereto);
- 4.2.4 the Accounts of such New Chargor referred to in Schedule 4 (*Details of Accounts*) hereto;

- 4.2.5 the Specific Contracts of such New Chargor referred to in Schedule 5 (*Details of Specific Contracts*) hereto;
- 4.2.6 the Insurances of such New Chargor referred to in Schedule 6 (*Details of Insurances*) hereto;
- 4.2.7 the Material Intercompany Receivables of such New Chargor Schedule 7 (*Details of Material Intercompany Receivables*) hereto;
- 4.2.8 the Tangible Moveable Property of such New Chargor;
- 4.2.9 all the present and future goodwill and rights of such New Chargor in relation to its uncalled capital;
- 4.2.10 the Investments of such New Chargor;
- 4.2.11 the Book Debts of such New Chargor; and
- 4.2.12 to the extent not otherwise charged or assigned in this Deed or the Debenture, the benefit of all licenses, consents, agreements and Authorisations held or used by such New Chargor in connection with its business or any of its assets.

5. **SECURITY TO BE INCLUDED IN DEBENTURE**

For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of each New Chargor charged to the Security Agent pursuant to this Deed shall form part of the Charged Property and references in the Debenture to the security created by or pursuant to the Debenture shall be deemed to include the security created by or pursuant to this Deed.

6. **CONTINUATION OF THE DEBENTURE**

- 6.1 Subject to the amendments contained in this Deed, the provisions of the Debenture shall remain in full force and effect.
- 6.2 References in the Debenture to "this Debenture", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as amended by this Deed.
- 6.3 This Deed is supplemental to the Debenture. On and from the date of this Deed:
  - 6.3.1 this Deed and the Debenture shall be read and construed as one document; and
  - 6.3.2 each New Chargor acknowledges that references to the Debenture in the Finance Documents are references to the Debenture as amended by this Deed.
- 6.4 Each New Chargor confirms:
  - 6.4.1 its knowledge and acceptance of this Deed;
  - 6.4.2 that the Debenture as supplemented by this Deed will continue to secure all liabilities which are expressed to be secured by it.

7. **DESIGNATION**

This Deed is a Finance Document.

8. **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

**SCHEDULE 1  
Details of Real Property**

	<b>Present lessee (owner)</b>	<b>Date of lease</b>	<b>Term expiry date</b>	<b>Current rental</b>	<b>Short description</b>	<b>Use</b>
1.	buyingTeam Support Services Limited	26/09/2016	30/09/2021	£56,000	Kavanagh, the Pavilions, Llantarnam Park, Cymbran	Offices
2.	buyingTeam Limited	3/10/2018	28/02/2025	£334,629	part 1st floor, 107 Cheapside London EC2	Offices
3.	buyingTeam Limited	9/09/2019	5/06/2022	£12,500	Suite 5, Floor 8, Pinnacle, 67 Albion Street, Leeds LS1 5AA	Offices

**SCHEDULE 2  
Details of Shares**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>
BuyingTeam Holdings Limited	BuyingTeam Limited	Ordinary shares	100
BuyingTeam Holdings Limited	BuyingTeam Support Services Limited	Ordinary shares	100
BuyingTeam Holdings Limited	Proxima Procurement Limited	Ordinary shares	100



**SCHEDULE 3**  
**Details of Intellectual Property**

**Trademarks:**

<b>Chargor</b>	<b>Trademark Number</b>	<b>Jurisdiction</b>	<b>Classes</b>	<b>Trade mark text / image</b>
buyingTeam Holdings Limited	2599431	UK	35	buyingTeam
buyingTeam Holdings Limited	31811112	UK	9, 42 and 45	CATALYTICS
buyingTeam Holdings Limited	3009017	UK	35	CATALYTICS
buyingTeam Holdings Limited	801113632 / 2594367	UK	35	PROXIMA GROUP
buyingTeam Holdings Limited	1113632	Australia	35	PROXIMA GROUP
buyingTeam Holdings Limited	1113632	EU	35	PROXIMA GROUP
buyingTeam Holdings Limited	1113632	Switzerland	35	PROXIMA GROUP
buyingTeam Holdings Limited	1113632	USA	35	PROXIMA GROUP
buyingTeam Holdings Limited	4374053	USA	35	PROXIMA GROUP
buyingTeam Holdings Limited	5444509	USA	9, 42 and 45	CATALYTICS

**Domain names:**

buyingteam.com	buyingteam.eu	catalyticshub.co.uk
catalyticshub.com	customercentricprocurement.com	proximagroup.biz
proximagroup.co.uk	proximagroup.com	proximagroup.info
proximagroup.net	proximagroup.org	theproximagroup.co.uk
proximagroup.dk	proximagroup.fr	proximagroup.info
proximagroup.net	proximagroup.de	proximagroup.ch
proximagroup.es	proximagroup.com	suppleye.com

suppleye.co.uk	suppleye.org	supplyeye.co
supplyeye.co.uk	supplyeye.info	supplyeye.net
supplyeye.org	supplyeye.com	meronimi.com

**SCHEDULE 4**  
**Details of Accounts**

<b>Account Holder</b>	<b>Bank</b>	<b>Sort Code</b>	<b>Account Number</b>
BuyingTeam Holdings Limited	Bank of Scotland	12-20-26	10236268
BuyingTeam Holdings Limited	Bank of Scotland	30-96-34	11991779
BuyingTeam Limited	Bank of Scotland	12-20-26	06112760
BuyingTeam Limited	Bank of Scotland	12-20-26	06146581
BuyingTeam Limited	Bank of Scotland	30-96-34	11714961
BuyingTeam Limited	Bank of Scotland	30-96-34	86451954
BuyingTeam Support Services Limited	Bank of Scotland	12-20-26	10226262

**SCHEDULE 5**  
**Details of Specific Contracts**

None at the date of this Deed

**SCHEDULE 6**  
**Details of Insurance Policies**

<b>Chargor</b>	<b>Insurer</b>	<b>Insured risks</b>	<b>Policy number</b>
BuyingTeam Limited	Aviva	Engineering (Lift)	100571687ENG
BuyingTeam Holdings Limited	AXA	Combined business / Travel	HBLBPS-001-CORP-21-1007
Proxima, Inc.	Twin City Fire Insurance Company	Business personal property	83SBAAD433SDV
Proxima, Inc.	HDI Global	Cyber	CYZD2513230001

**SCHEDULE 7**  
**Details of Material Intercompany Receivables**

	<b>In the records of:</b>	<b>BuyingTeam Holdings Limited (£)</b>	<b>BuyingTeam Limited (£)</b>	<b>BuyingTeam Support Services Limited (£)</b>
<b>Balance with:</b>				
BuyingTeam Holdings Limited			-414,667	
BuyingTeam Limited		414,667		457,426
BuyingTeam Support Services Limited			-457,426	

SIGNATURE PAGES TO THE DEED OF ACCESSION (DEBENTURE)

New Chargors

EXECUTED and DELIVERED as a Deed by )  
BUYINGTEAM HOLDINGS LIMITED )  
acting by: )



Name: M. EATOUGH

Title: Director

in the presence of

Signature of witness: JL

Name of witness: JAMES KANE

Address: 1 NEW CLAYE, London EC4M 9AF

Occupation: Trainee Solicitor

EXECUTED and DELIVERED as a Deed by )  
BUYINGTEAM LIMITED acting by: )



Name: M. EATOUGH

Title: Director

in the presence of

Signature of witness: JL

Name of witness: JAMES KANE

Address: 1 NEW CLAYE, London EC4M 9AF

Occupation: Trainee Solicitor


**EXECUTED and DELIVERED** as a Deed by )  
**BUYINGTEAM SUPPORT SERVICES** )  
**LIMITED** acting by: )



Name: **M. EATON**

Title: Director

in the presence of

Signature of witness: 

Name of witness: **JAMES KANE**

Address: **1 NEW CLAND, London EC4N 9AF**

Occupation: **Trainee Solicitor**


**EXECUTED and DELIVERED** as a Deed by )  
**PROXIMA PROCUREMENT LIMITED** )  
acting by: )



Name: **M. EATON**

Title: Director

in the presence of

Signature of witness: 

Name of witness: **JAMES KANE**

Address: **1 NEW CLAND, London EC4N 9AF**

Occupation: **Trainee Solicitor**

**Company**

**EXECUTED and DELIVERED** as a Deed by )  
**BYZANTINE BIDCO LIMITED** acting by: )

Name: *M. EATONCH* )  
Title: Director )



in the presence of

Signature of witness: *[Handwritten Signature]*

Name of witness: *JAMES KANE*

Address: *1 NEW CLAY, London EC4N 9AF*

Occupation: *Trainee Solicitor*

**Parent**

**EXECUTED and DELIVERED** as a Deed by )  
**BYZANTINE MIDCO LIMITED** acting by: )

Name: *M. EATONCH* )  
Title: Director )



in the presence of

Signature of witness: *[Handwritten Signature]*

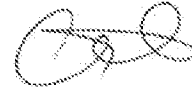
Name of witness: *JAMES KANE*

Address: *1 NEW CLAY, London EC4N 9AF*

Occupation: *Trainee Solicitor*

The Security Agent

**EXECUTED** and **DELIVERED** as a Deed by  
**LUCID TRUSTEE SERVICES LIMITED** acting by:  
Name: *CLAUDINE TODD*  
Title: Authorised signatory



CLAUDINE TODD  
AUTHORISED SIGNATORY

in the presence of

Signature of witness:



Name of witness: *CHRISTIAN HAIN*  
*SENIOR TRANSACTION MANAGER*

Address: 6th Floor, No 1 Building  
1-5 London Wall Buildings  
Occupation: London Wall  
London  
EC2M 5PG