

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RGA Warsaw LLC		01/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Victory Park Management, LLC, as Security Agent		
Street Address:	150 N. Riverside Plaza		
Internal Address:	Suite 5200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6103059	ZORESTAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	575 Madison Avenu		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	02/10/2022		
Total Attachments: 6			
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**CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES
INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) dated as of January 25, 2022, by and among RGA Warsaw LLC, a Delaware limited liability company (“**Obligor**”), to and in favor of Victory Park Management, LLC (“**Victory Park**”), as the security trustee (in such capacity, the “**Security Agent**”) for the benefit of the Secured Parties (as defined in the Facility Agreement described below) (in such capacities, the “**Grantee**”).

WHEREAS, the Obligor, the other Guarantors, and the Grantee have entered into that certain Facility Agreement, dated as of April 30, 2021 (as last amended and restated by an amendment and restatement agreement dated September 30, 2021 and as further amended, restated, supplemented or otherwise modified from time to time, the “**Facility Agreement**”);

WHEREAS, the Obligor and certain other Guarantors have entered into that certain Pledge and Security Agreement, dated as of May 4, 2021 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, the Obligor owns the Trademarks (as defined in the Security Agreement) listed on Exhibit A, which have been applied for, issued by, or registered with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, the Obligor pledged, assigned and granted to the Grantee a security interest in all of its right, title and interest in, to, and under its Trademarks and agreed to execute and deliver this Agreement for purposes of filing in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Facility Agreement, or if not defined therein, in the Security Agreement.

2) The Security Interest.

(a) This Agreement is made to secure the satisfactory performance and payment of the Obligations. Upon termination of the Security Agreement pursuant to its express terms, this Agreement shall automatically terminate and all rights the Grantee may have in the Trademarks shall automatically revert in full to the Obligor. Upon such termination, at Obligor's cost and expense subject to, and in accordance with the Facility Agreement, the Grantee shall promptly, execute, acknowledge, and deliver to the Obligor all reasonably requested instruments in writing, and do such other acts, in each case, as may be reasonably necessary to effect the release of (and evidence and record the release of) the Lien and security interest in the Trademarks acquired by Grantee under the Security Agreement and this Agreement.

(b) The Obligor hereby pledges, assigns and grants to the Grantee, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Obligor's right, title and interest, to and under the Trademarks listed on Exhibit A, and, to the extent applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of the foregoing, and all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such the Trademarks throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all other rights accruing thereunder or pertaining thereto throughout the world (including all rights of priority and all rights to obtain any of the foregoing rights throughout the world).

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Agreement shall not extend to Excluded Assets.

(d) Notwithstanding the foregoing to the contrary, (i) the Collateral in which Obligor is granting a security interest hereunder shall not include any Intellectual Property registered in the United Kingdom or European Union or any applications to register any such Intellectual Property in the United Kingdom or European Union or any rights of Obligor in respect of any such Intellectual Property (such Intellectual Property and rights in respect thereof, collectively, the "UK/EU IP") and (b) no breach of any representations, warranties or covenants made by Obligor in the Security Agreement or any other Transaction Document will occur as a result of Obligor entering into a Deed of Accession to that certain Debenture, dated May 4, 2021, by and among, *inter alia*, Borrower and Victory Park, as security agent (such Deed of Accession and Debenture together, the "UK Debenture") or granting a security interest in the UK/EU IP of Obligor pursuant to the UK Debenture. Where an undertaking, representation, warranty, covenant or other provision applicable to the assets of Obligor under this Agreement, the Joinder Agreement and/or the Security Agreement conflicts with a provision of the UK Debenture, the relevant provisions of the UK Debenture shall prevail with respect to those assets to which the UK Debenture applies only.

3) Grants, Rights, Remedies. This Agreement has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Transaction Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, INTERPRETED UNDER AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

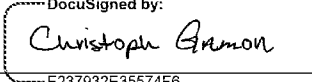
5) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

6) Intercreditor Agreement. Notwithstanding anything in this Agreement to the contrary, (a) all references to “Security Agent” and “Grantee” herein shall be deemed to also include Victory Park Management, LLC (and its successors and assigns) in its capacity as the Common Security Agent (as defined in the Intercreditor Agreement), all references to the “Secured Parties” herein shall be deemed to also include the other Common Secured Parties (as defined in the Intercreditor Agreement) and all references to the “Facility Agreement” herein shall be deemed to also include the Convertible Loan Facility Agreement and (b) in the event of any conflict between the terms of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control.



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

RGAWARSAW LLC

By: 
Name: Christoph Gamon
Title: Vice President

SECURITY AGENT:

VICTORY PARK MANAGEMENT, LLC,
as Security Agent

By: Scott R. Zemnick
Name: Scott R. Zemnick
Title: Manager

Exhibit A

Trademarks

Trademark	Registration Number
ZORESTAR	6103059