

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM722723

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ATG Media Holdings Limited		04/19/2022	Private Limited Company: UNITED KINGDOM
Bidspotter, Inc.		04/19/2022	Corporation: DELAWARE
Proxibid, Inc.		04/19/2022	Corporation: NEBRASKA
Auction Mobility LLC		04/19/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	NATIONAL WESTMINSTER BANK PLC
Street Address:	250 Bishopsgate, EC2M 4AA
City:	London
State/Country:	UNITED KINGDOM
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	6331401	ATG AUCTION TECHNOLOGY GROUP
Registration Number:	6331400	ATG
Registration Number:	6331399	ATG
Registration Number:	6092786	AUCTION TECHNOLOGY GROUP
Registration Number:	2894799	BIDSPOTTER
Registration Number:	6073883	POWEREDBY
Registration Number:	6056424	WAVEBID
Registration Number:	4428320	ASSET PATH
Registration Number:	4418146	MARKETGUARD
Registration Number:	4211211	AUCTIONBUILDER
Registration Number:	2949535	PROXIBID
Registration Number:	5144506	THE TRUSTED MARKETPLACE
Registration Number:	4839444	AUCTION MOBILITY

CORRESPONDENCE DATA

Fax Number: 4152687522

TRADEMARK

REEL: 007697 FRAME: 0964

900689438

CH \$340.00 6331401

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: 4152686538
Email: achung@mofo.com
Correspondent Name: Jennifer Lee Taylor, Morrison & Foerster
Address Line 1: 425 Market Street
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	012284-0000023
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NAME OF SUBMITTER:	Muzamil Huq
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SIGNATURE:	/mhuq/
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DATE SIGNED:	04/20/2022
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Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of April 19, 2022 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (collectively, the “*Trademark Grantors*”), is in favor of NATIONAL WESTMINSTER BANK PLC, as Security Agent for the Secured Parties (in such capacity, the “*Security Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to the Trademark Security Agreement dated as of October 28, 2021 (the “*Original Trademark Security Agreement*”) in favor of the Security Agent, pursuant to which the Trademark Grantors granted to the Security Agent a security interest in certain trademarks;

WHEREAS, the Trademark Grantors other than ATG Media Holdings Limited (the “*US Trademark Grantors*”) are party to a Security Agreement, dated as of October 28, 2021 (as amended or otherwise modified from time to time, the “*Security Agreement*”), among certain of the US Trademark Grantors, the other entities party thereto as “Company” and the Security Agent (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, ATG Media Holdings Limited is a party to an all asset Debenture (the “*Debenture*”) dated June 28, 2021, among ATG Media Holdings Limited and the other entities party thereto in favor of the Security Agent;

WHEREAS, pursuant to the terms of the Security Agreement or the Debenture, as appealable, each Trademark Grantor has created in favor of the Security Agent (for the benefit of the Secured Parties) a security interest in, and the Security Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below); and

WHEREAS, parties hereto wish to amend and restated the Original Trademark Security Agreement in its entirety as set forth herein.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, each Trademark Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Trademark Grantor or in which such Trademark Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application

would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and the Debenture, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Security Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement or the Debenture, as applicable. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement or the Debenture, the provisions of the Security Agreement or the Debenture, as applicable, shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words “execution”, “signed,” “signature,” “delivery,” and words of like import in or relating to this Trademark Security Agreement and any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act; provided that, in respect of documents to be signed by entities established within the European Union or the United Kingdom, the Electronic Signature qualifies as a “qualified electronic signature” or “simple electronic signature” within the meaning of the Regulation (EU) 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market as amended from time to time. As used herein, “Electronic Signature” means any electronic symbol or process attached to, or associated with, a

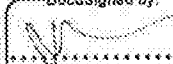
contract or other record and adopted by a person or entity with the intent to sign, authenticate or accept such contract or record.

Except as amended hereby, the terms of the Original Trademark Security Agreement remain unchanged, and nothing contained in this Trademark Security Agreement shall abrogate, prejudice, diminish or otherwise affect any powers, rights, remedies or obligations of any Person arising before the date of this Trademark Security Agreement. This Trademark Security Agreement constitutes an amendment and restatement of the Original Trademark Security Agreement and is not intended to and shall not extinguish or constitute a novation or release of the Original Trademark Security Agreement or the Secured Obligations, it being the intention of the parties hereto to preserve all Liens securing payment and performance of the Secured Obligations, whether arising before or after the date of this Trademark Security Agreement, which Liens are acknowledged by the Trademark Grantors to be valid and subsisting against the Trademark Collateral. This Trademark Security Agreement is not intended to and shall not affect the priority of the Liens granted by the Original Trademark Security Agreement.

[Signature Pages Follow]

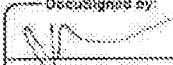
IN WITNESS WHEREOF, each Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

EXECUTED AS A DEED BY
ATG MEDIA HOLDINGS LIMITED
ACTING BY TWO DIRECTORS:


DocuSigned by:

Tom Hargreaves
DIRECTOR

.....
DIRECTOR

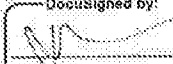
BIDSPOTTER, INC.

By: 
Name: Tom Hargreaves
Title: CFO

PROXIBID, INC.

By: 
Name: Tom Hargreaves
Title: Treasurer

AUCTION MOBILITY, LLC

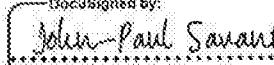
By: 
Name: Tom Hargreaves
Title: Treasurer

Address for Trademark Grantors: The Harlequin
Building, 6th Floor 65 Southwark Street, London,
SE1 0HR
Attention: Tom Hargreaves

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

EXECUTED AS A DEED BY
ATG MEDIA HOLDINGS LIMITED
ACTING BY TWO DIRECTORS:

.....
Tom Hargreaves
DIRECTOR

DocuSigned by:

.....
John Paul Savant
DIRECTOR

BIDSPOTTER, INC.

By: _____
Name: Tom Hargreaves
Title: CFO

PROXIBID, INC.

By: _____
Name: Tom Hargreaves
Title: Treasurer

AUCTION MOBILITY, LLC

By: _____
Name: Tom Hargreaves
Title: Treasurer

Address for Trademark Grantors: The Harlequin
Building, 6th Floor 65 Southwark Street, London,
SE1 0HR
Attention: Tom Hargreaves


[Signature Page to Amended and Restated Trademark Security Agreement]

ny-2355811

TRADEMARK
REEL: 007697 FRAME: 0970

Accepted and Agreed:

SECURITY AGENT:
NATIONAL WESTMINSTER BANK PLC

By: _____

Name: Manuel Caseiro

Title: Director




Address: 250 Bishopsgate, EC2M 4AA, London, United Kingdom

Email: manuel.caseiro@natwest.com

Attention: Manuel Caseiro

TRADEMARKS

Registered Trademarks

Country	Owner	Mark	Status	Application No.	Application Date	Registration No.	Registration Date
United States	ATG Media Holdings Limited		Registered	88/458,284	06/04/2019	6,331,401	04/27/2021
United States	ATG Media Holdings Limited		Registered	88/458,281	06/04/2019	6,331,400	04/27/2021
United States	ATG Media Holdings Limited	ATG	Registered	88/458,277	06/04/2019	6,331,399	04/27/2021
United States	ATG Media Holdings Limited	AUCTION TECHNOLOGY GROUP	Registered	88/458,272	06/04/2019	6,092,786	06/30/2020
United States	Bidspotter, Inc.	BIDSPOTTER	Registered	76/542,117	09/02/2003	2,894,799	10/19/2004
United States	Proxibid, Inc.		Registered	88/672,402	10/29/2019	6,073,883	06/09/2020
United States	Proxibid, Inc.	WAVEBID	Registered	88/373,945	04/05/2019	6,056,424	05/19/2020
United States	Proxibid, Inc.	ASSET PATH	Registered	85/866,135	03/04/2013	4,428,320	11/05/2013
United States	Proxibid, Inc.	MARKETGUARD	Registered	85/866,117	03/04/2013	4,418,146	10/15/2013
United States	Proxibid, Inc.	AUCTIONBUILDER	Registered	85/354,531	06/23/2011	4,211,211	09/18/2012

United States	Proxibid, Inc.	PROXIBID	Registered	78,113,059	03/06/2002	2,949,535	05/10/2005
United States	Auction Mobility LLC	THE TRUSTED MARKETPLACE	Registered	86/860,096	12/29/2015	5,144,506	02/21/2017
United States	Auction Mobility LLC	AUCTION MOBILITY	Registered	86/367,372	08/14/2014	4,839,444	10/27/2015

Pending Trademark Applications

None

Licenses Related to Registered Trademarks and Pending Trademark Applications

None