

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WooCommerce, Inc.		05/20/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	Gateway Village-900 Building, NC1-026-06-09 (MacLegal), 900 W Trade St		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5167444	GOLD WOOEXPERT WOO WWW.WOOTHEMES.COM	
Registration Number:	5167442	SILVER WOOEXPERT WOO WWW.WOOTHEMES.COM	
Registration Number:	5561425	WOO	
Registration Number:	5561426	WOO	
Registration Number:	5561427	WOOCOMMERCE	
Registration Number:	5561428	WOOCOMMERCE	
Registration Number:	6016397	WOOCOMMERCE STOREFRONT	
Serial Number:	90707411	WOOCOMMERCE PAYMENTS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049268-0486		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		

OP \$215.00 5167444

DATE SIGNED:	05/20/2022
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of May 20, 2022 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Bank of America, N.A., in its capacity as Administrative Agent (as defined below), pursuant to that certain Credit Agreement, dated as of May 20, 2022 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among **AUTOMATTIC INC.**, a Delaware corporation (the “**Borrower**”), the several banks and other financial institutions or entities from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), **BANK OF AMERICA, N.A.** (“**BofA**”), as an Issuing Lender and the Swingline Lender, and **BofA**, as administrative agent and collateral agent for the Lenders (in such capacities, together with any successors and assigns in such capacities, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following to the extent constituting Collateral, and in each case excluding Excluded Assets (collectively, the “**Trademark Collateral**”):

- (a) all United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with all goodwill associated therewith; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement, and the Pledgors hereby acknowledge and affirm 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 Guarantee and 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 Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the Discharge of Obligations.


SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.13 and 10.14 of the Credit Agreement are incorporated herein *mutatis mutandis*.


[Remainder of this page intentionally left blank]

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

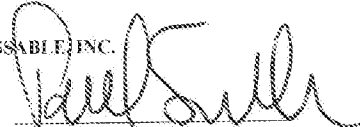
PLEDGORS
AUTOLATTIC INC.

By: 
Name: Paul Sieminski
Title: Assistant Secretary


PARSELY, INC.

By: 
Name: Paul Sieminski
Title: President


PRESSABLE INC.

By: 
Name: Paul Sieminski
Title: President

TUMBLR, INC.

By: 
Name: Paul Sieminski
Title: Secretary

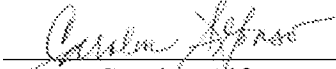
WOODCOMMERCE, INC.

By: 
Name: Paul Sieminski
Title: Secretary

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Carolén Alfonso
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

RECORDED: 05/20/2022

TRADEMARK
REEL: 007729 FRAME: 0077