

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735613

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lapine, LLC		06/17/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HSBC UK Bank PLC, as Security Agent		
Street Address:	8 Canada Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6687827	LL LAPINE	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	06/17/2022		
Total Attachments: 7			
source=6-17-2022 Lapine-TM#page1.tif			
source=6-17-2022 Lapine-TM#page2.tif			
source=6-17-2022 Lapine-TM#page3.tif			
source=6-17-2022 Lapine-TM#page4.tif			
source=6-17-2022 Lapine-TM#page5.tif			

CH \$40.00 6687827

source=6-17-2022 Lapine-TM#page6.tif

source=6-17-2022 Lapine-TM#page7.tif

Execution Version

**Grant of Security Interest
in United States Patents and Trademarks**

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of June 17, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entity identified as grantor on the signature pages hereto (collectively, the "**Grantor**") in favor of HSBC UK BANK PLC, as Security Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Security Agent**").

WHEREAS, the Grantor is party to a Pledge and Security Agreement dated as of December 21, 2022 (the "**Pledge and Security Agreement**") between the Grantor and the other grantors party thereto and the Security Agent pursuant to which the Grantor granted a security interest to the Security Agent in the Patent and 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 Grantor hereby agree with the Security Agent as follows:

SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest

The Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (all of the following items or types of property, other than to the extent constituting an Excluded Asset, being herein collectively referred to as the "Patent and Trademark Collateral"):

- (i) each United States and foreign patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States and foreign trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B

hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

SECTION 3. Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Termination

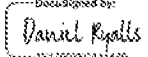
Upon the occurrence of the Senior Discharge Date and termination of the Pledge and Security Agreement, the Security Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent and Trademark Collateral under this Agreement.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above by their respective officers thereunto duly authorized.

ADM PROMOTIONS USA INC.,
the Sole Member of Lapine, LLC

By:  _____
Name: Daniel Ryalls
Title: Authorized Signatory

HSBC UK BANK PLC,
as Security Agent, as Grantee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above by their respective officers thereunto duly authorized.

ADM PROMOTIONS USA INC.,
the Sole Member of Lapine, LLC

By: _____
Name: Daniel Ryalls
Title: Authorized Signatory

HSBC UK BANK PLC,
as Security Agent, as Grantee

By: _____
DocuSigned by:
Alison Barry
CE4639B8C86548F...
Name: Alison Barry
Title: Senior Director

Schedule A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

Serial No. or Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
17/367535	July 5, 2021	A MERCHANDISE MANAGEMENT SYSTEM AND METHOD THEREOF (Spark & Ignitors)	Lapine, LLC	USA	Lapine, LLC
17/367537	July 5, 2021	SYSTEM FOR DELIVERING A PLURALITY OF PRODUCTS AND METHOD THEREOF (Multi-Ship Tool)	Lapine, LLC	USA	Lapine, LLC
17/368326	July 6, 2021	A CODE GENERATION PLATFORM AND METHOD THEREOF PRS (Random Code Generator)	Lapine, LLC	USA	Lapine, LLC

Schedule B to Patent and Trademark Security Agreement

TRADEMARKS

Registration No.	Country	Issue Date	Mark
6,687,827	USA	March 29, 2022	