

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MPB GROUP LIMITED		08/05/2022	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	HSBC VENTURES USA INC.		
Street Address:	95 Washington Street, Atrium 2SE		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5306393	MPB.COM	
Registration Number:	6150849	MPB	
Registration Number:	6208644	MPB	
Registration Number:	6208645	CHANGE GEAR	
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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. BOX 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	22709756		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	08/05/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 5, 2022 (this “Trademark Security Agreement”), is made by **MPB GROUP LIMITED**, a private limited company organized under the laws of England and Wales (the “Grantor”), in favor of **HSBC VENTURES USA INC.** (the “Bank”).

WITNESSETH:

WHEREAS, pursuant to the Loan and Guaranty Agreement, dated as of August 5, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among the Grantor, the other Loan Parties party thereto from time to time and the Bank, the Bank has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Loan Agreement, the Grantor has entered into a Security Agreement, dated as of August 5, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Bank, in order to induce the Bank to extend credit under the Loan Agreement; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Bank a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Bank as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Bank, and grants to the Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when so executed and delivered, is an original, and all taken together, constitute one agreement.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) arising out of or relating to this Trademark Security Agreement and the transactions contemplated by this Trademark Security Agreement shall be governed by, and construed and determined in accordance with the laws of the State of New York, without regard to conflicts of law principles except Title 14 of Article 5 of the New York General Obligations law.

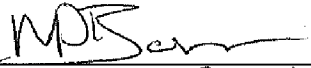
Section 7. Release and Termination. At the time provided in Section 12.01 of the Loan Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Loan Agreement or the Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Bank and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Bank shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

MPB GROUP LIMITED, as Grantor

By: 
Name: MATT BARKER
Title: CEO

[Signature page to Trademark Security Agreement]

ACKNOWLEDGED AND AGREED
as of the date first above written:

HSBC VENTURES USA INC.

By: Prasant Chunduru
Name: Prasant Chunduru
Title: Global Head of Venture Debt

[Signature page to Trademark Security Agreement]

INTERNAL

TRADEMARK
REEL: 007812 FRAME: 0970

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Owner	Description	Registration No.	Country
MPB Group Limited	'MPB.COM'	5306393	United States
MPB Group Limited	'MPB'	6150849	United States
MPB Group Limited	MPB Logo	6208644	United States
MPB Group Limited	'Change Gear'	6208645	United States

TRADEMARK APPLICATIONS

None.