

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Working Partners Limited		08/04/2022	Limited Liability Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Sanne Group (UK) Limited		
Street Address:	125 London Wall		
Internal Address:	6th Floor		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC2Y 5AS		
Entity Type:	Limited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5842290	WARRIOR CATS	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	650-352-0500		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Nina Habib Borders		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Nina Habib Borders		
SIGNATURE:	/Nina Habib Borders/		
DATE SIGNED:	08/08/2022		
Total Attachments: 4			
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source=Trademark_Security_Agreement_for_US_Recordation_(Warrior_Cats)_-_4_August_2022#page2.tif			
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OP \$40.00 5842290

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY DEED ("**Trademark Security Agreement**"), dated 4 August 2022, is made by and between Working Partners Limited, a limited liability company incorporated and registered in England and Wales with number 6062833 (the "**Grantor**") and Sanne Group (UK) Limited, 6th Floor, 125 London Wall, London, EC2Y 5AS, as security trustee for the Secured Parties (as defined in the Facilities Agreement (as defined below)) (the "**Secured Parties**") (the "**Security Agent**").

WHEREAS, the Grantor has entered into a security accession deed (the "**Accession Deed**") dated 7 July 2022 between, amongst others, Quest Digital Ltd (the "**Company**"), the Grantor and the Security Agent pursuant to which, amongst other things, it agreed to be a Chargor for the purposes of (and as defined in) a debenture dated 7 July 2022 between the Company and the Security Agent (the "**Debenture Agreement**") relating to a Senior Facilities Agreement dated 7 July 2022 (the "**Facilities Agreement**") between, amongst others, the Company, the Security Agent and Kartesia Management (as mandated lead arranger) (the Accession Deed and Debenture Agreement collectively referred to as "**Loan Agreements**").

WHEREAS, under the terms of the Loan Agreements, the Grantor has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby charges and grants to the Security Agent a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for

past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Security Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreements, which are hereby incorporated by reference. The provisions of the Loan Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Security Agent with respect to the Trademark Collateral (including, without limitation, when the security interests created by this Trademark Security Agreement become enforceable) are as provided by the Loan Agreements, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

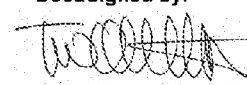
5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law.

THIS Trademark Security Agreement has been executed as, and is intended to take effect as, a deed by the Grantor and is delivered and has been signed by the Security Agent on the date written on the first page of this Trademark Security Agreement.

THE GRANTOR

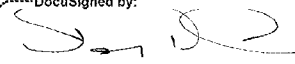
Executed as a deed by
WORKING PARTNERS LIMITED)
acting by)

DocuSigned by:

3AB4F1CA90A94A3...

Timothy Ricketts

Director

Witness signature:

DocuSigned by:

672509ED90AB453...

Witness name:

Jeremy Banks

Witness address:

9 Kingsway,

London

WC2B 6XF

Address for Notices:
4th Floor, 9 Kingsway
London
United Kingdom
WC2B 6XF

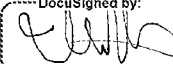
Email: Agi.Ambrosewicz@coolabi.com

Attention: Agi Ambrosewicz

AGREED TO AND ACCEPTED:

SANNE GROUP (UK) LIMITED

as Security Agent

DocuSigned by:

8C139D228E66491...

By: _____

Name: George Bolas

Title: Authorised signatory

Address for Notices: 6th Floor, 125 London
Wall, London, United Kingdom EC2Y 5AS

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
Warrior Cats	US	US5842290	27 August 2019	Working Partners Limited