

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM747485

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Phoenix Tower International, LLC		08/10/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia		
<b>Street Address:</b>	720 King Street West, 2nd Floor		
<b>City:</b>	Toronto, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V 2T3		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4736139	PHOENIX TOWER INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2128192511		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Kate Andes/ White & Case LLP		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	1103625-0030-CM65		
<b>NAME OF SUBMITTER:</b>	Kate Andes		
<b>SIGNATURE:</b>	/Kate Andes/		
<b>DATE SIGNED:</b>	08/10/2022		
<b>Total Attachments: 5</b>			
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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of August 10, 2022 by and from Phoenix Tower International, LLC (the “Grantor”), to and in favor of The Bank of Nova Scotia, for itself and as the Agent (as defined in the Credit Agreement referenced below) for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “Grantee”).

WHEREAS, Phoenix Tower International Americas III, LLC, a Delaware limited liability company (“Parent”), Phoenix Tower International Investments LLC, a Delaware limited liability company, Phoenix Tower International Spain ETVE, S.L.U., a sole shareholder limited liability company (sociedad de responsabilidad limitada unipersonal) organized under the law of Spain, incorporated in accordance with Spanish Law; with registered office at Calle Nanclares de Oca 1B, Madrid, 28022; registered with the Commercial Registry of Madrid under Volume 33,276, Folio 71 and Sheet M-598827 and Spanish Tax ID number B-87242442, in force (the “Spanish Borrower”), Phoenix Tower US Holdings (REIT) Inc., a corporation organized under the laws of Delaware (the “US Borrower”) and Phoenix Tower International Chile SpA, a company by shares (sociedad por acciones), an entity organized under the laws of the Republic of Chile (the “Chilean Borrower”) and together with the Spanish Borrower, the US Borrower and any Additional Borrower (as defined below), the “Borrowers” and individually, each a “Borrower”), the Guarantors (as defined in the Credit Agreement), the other parties from time to time party thereto, the Bank of Nova Scotia, as Administrative Agent, and the lenders from time to time party thereto (the “Lenders”) have entered into that certain Third Consolidated, Amended and Restated Credit Agreement, dated as of August 10, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor and the other Credit Parties (as defined in the Credit Agreement) party thereto as of the date hereof have entered into that certain Second Amended and Restated U.S. Pledge and Security Agreement dated as of August 10, 2022 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Security Agreement”).

WHEREAS, the Grantor owns the trademarks listed on Schedule A attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been executed in conjunction with the security interest granted under the U.S. Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations (as defined in the U.S. Security Agreement).

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (4) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing and (5) all rights corresponding to any of the foregoing throughout the world.

3) Governing Law. **THIS CONFIRMATORY GRANT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

**PHOENIX TOWER INTERNATIONAL, LLC**

By: 

Name: Dagan Kasavana

Title: Chief Executive Officer

Acknowledged and accepted:

**THE BANK OF NOVA SCOTIA,**  
as Agent and Grantee

By Ana Espinoza  
Name: Ana Espinoza  
Title: Director, International Banking

*Signature Page to Grant of Security Interest in United States Trademarks*

**TRADEMARK**  
**REEL: 007818 FRAME: 0774**

**Schedule A**

**Trademarks**

<b>Mark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Phoenix Tower International	86122614	11/19/2013	4736139	5/12/2015