

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759197

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dribbble Holdings Ltd.		09/29/2022	Limited Company: CANADA
CREATIVE MARKET LABS, INC.		09/29/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia		
<b>Street Address:</b>	1709 Hollis Street		
<b>City:</b>	Halifax, Nova Scotia		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	B3J 1W1		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4939010	CREW	
<b>Registration Number:</b>	5846024	DRIBBBLE	
<b>Registration Number:</b>	5671072		
<b>Serial Number:</b>	87832352	CREW	
<b>Registration Number:</b>	4438750	CREATIVE MARKET	
<b>Registration Number:</b>	4427934	CREATIVE MARKET	
<b>Serial Number:</b>	97044447		
<b>Serial Number:</b>	97044449	CREATIVE MARKET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128767934		
<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>	3128763114		
<b>Email:</b>	hope.karmo@dentons.com		
<b>Correspondent Name:</b>	Dentons US LLP c/o Samuel Fifer		
<b>Address Line 1:</b>	P.O. Box 1302		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>ATTORNEY DOCKET NUMBER:</b>	20009200-00001		

OP \$215.00 4939010

<b>NAME OF SUBMITTER:</b>	Samuel Fifer
<b>SIGNATURE:</b>	/Samuel Fifer/
<b>DATE SIGNED:</b>	10/05/2022
<b>Total Attachments: 6</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this “Agreement”), dated as of September 29, 2022, by DRIBBBLE HOLDINGS LTD., a corporation formed under the laws of the Province of British Columbia, Canada (“Holdings”), CREATIVE MARKET LABS, INC., a corporation formed under the laws of the State of Delaware (“Creative Market Labs”), DRIBBBLE HOLDINGS (US) LTD., a corporation formed under the laws of the State of Delaware (“Dribbble US”), and CREATIVE HOLDINGS INC., a corporation formed under the laws of the State of Delaware (“Creative Holdings,” Holdings, Creative Market Labs, Dribbble US and Creative Holdings, each, a “Grantor,” and collectively, the “Grantors”), is in favor of THE BANK OF NOVA SCOTIA, as security agent (in such capacity, the “Security Agent”) for the benefit of the Secured Parties (as defined in the Facility Agreement, as defined below).

### W I T N E S S E T H:

WHEREAS, Dribbble Holdings Ltd., as borrower (the “Borrower”), the Security Agent, and The Bank of Nova Scotia as lender (the “Lender”), have entered into a Commitment Letter dated August 16, 2022 and accepted by the Borrower on August 18, 2022 (as amended, restated, supplemented or modified from time to time, the “Facility Agreement”), pursuant to which the Lender agreed to make available certain credit facilities to the Borrower, for the purposes and on the terms and conditions more specifically outlined therein;

WHEREAS, the Secured Parties have required pursuant to the Facility Agreement that the Grantors enter into that certain Guarantee, Pledge and Security Agreement dated as of September 29, 2022 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to secure the Borrower’s “Secured Obligations” (as defined in the Security Agreement);

WHEREAS, in furtherance of its obligations under the Security Agreement, the Grantor has executed and delivered this Agreement for recordation in the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree with Security Agent as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due and punctual performance and payment of its Secured Obligations, each Grantor does hereby grant to the Secured Parties a security interest in all of the following property, whether now owned or hereafter acquired or existing:

A. all trademark registrations and applications set forth in Schedule 1 hereto (the “Trademarks”);

B. all of the Trademark licenses and all income and royalties with respect to such licenses;

C. all renewals, reissues, continuations, extensions or the like of any of the Trademarks, including, without limitation, those obtained or permissible under past, present and future laws and statutes of any of the Trademarks;

D. the entire goodwill of the businesses of the Grantors connected with and symbolized by the Trademarks;

E. all rights of action on account of past, present and future unauthorized use of any of the Trademarks and for infringement of said Trademarks and like protection or for any injury to the goodwill associated with the use of any of the Trademarks or for breach or enforcement of any of the Trademark licenses;

F. the right to file and prosecute registration of the Trademarks; and

G. all proceeds of any and all of the foregoing, including, without limitation, license royalties, rights to payment, accounts and proceeds of infringement suits.

SECTION 3. Governing Document. The security interests granted pursuant to this Agreement are granted in conjunction with the security interest granted to Security Agent for the benefit of the Secured Parties pursuant to the Security Agreement. This Agreement is governed by the Security Agreement, to which reference should be made for a full description of the rights and remedies of the Security Agent and Secured Parties with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 4. Security Document. This Agreement is a Security Document subject to and for the purposes of the Facility Agreement.

SECTION 5. CHOICE OF LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE PERFECTION OR PRIORITY OF THE ENCUMBRANCE AND SECURITY INTERESTS CREATED HEREUNDER IN RESPECT OF ANY PARTICULAR COLLATERAL ARE MANDATORILY GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. SUBJECT ONLY TO THE EXCEPTION IN THE NEXT SENTENCE, THE GRANTORS AND SECURED PARTIES HEREBY AGREE TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF NEW YORK, AND WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN AND AGREE THAT ANY DISPUTE CONCERNING THE RELATIONSHIP BETWEEN THE PARTIES HERETO OR THE CONDUCT OF ANY PARTY IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE SHALL BE HEARD ONLY IN THE COURT DESCRIBED ABOVE. NOTWITHSTANDING THE FOREGOING, SECURED PARTIES SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION SECURED PARTIES DEEM NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL.

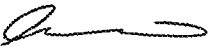
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

*[Remainder of the page intentionally left blank. Signatures appear on the next two pages.]*

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

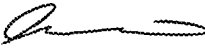
**GRANTOR:**

**DRIBBBLE HOLDINGS LTD.**

By:   
Name: Andrew Wilkinson  
Title: Director

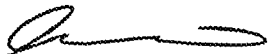
**GRANTOR:**

**CREATE HOLDINGS INC.**

By:   
Name: Andrew Wilkinson  
Title: Director

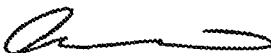
**GRANTOR:**

**DRIBBBLE HOLDINGS (us) LTD.**

By:   
Name: Andrew Wilkinson  
Title: Director

**GRANTOR:**

**CREATIVE MARKET LABS, INC.**

By:   
Name: Andrew Wilkinson  
Title: Director

[Signatures continued on next page]

Accepted and Agreed:




**THE BANK OF NOVA SCOTIA**, as Security  
Agent

By: JDewan  
Name: Johnny Dewan  
Title: Principal, Roynat TIB

 Jeffrey Liu  
Associate Director, TIB

**SCHEDULE 1 TO SECURITY AGREEMENT**

**TRADEMARKS**

<b>Trademark</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
<b>Owned by Dribbble Holdings Ltd.:</b>		
CREW	April 19, 2016	Reg. No. 4939010 in Classes 9 and 42
DRIBBLE	August 27, 2019	Reg. No. 5846024 in Classes 9, 35, 41, and 42
	February 5, 2019	Reg. No. 5671072 in Classes 9, 35, and 42
CREW allowed application	March 13, 2018	Ser. No. 87832352 in Classes 35, 36, 42
<b>Owned by Creative Market Labs, Inc.:</b>		
CREATIVE MARKET	November 26, 2013, New Cert. January 25, 2022	Reg. No. 4438750 in Class 35
CREATIVE MARKET	November 5, 2013, New Cert. February 15, 2022	Reg. No. 4427934 in Class 42
	September 24, 2021	pending application (Ser. No. 97044447) in Classes 35, 42
	September 24, 2021	published application (Ser. No. 97044449) in Classes 35, 42