

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Branded Online, Inc.		08/26/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association, as Collateral Agent		
Street Address:	8 Greenway Plaza		
Internal Address:	Suite 1100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77046-0892		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6540669	NOGIN	
Registration Number:	5730931	FACE OFF FASHION	
Serial Number:	90430964	CORE TRAFFIC	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	070185-0002		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	10/18/2022		
Total Attachments: 5			
source=Nogin - Trademark Security Agreement (Execution Version)(134748563.4)#page1.tif			

CH \$90.00 6540669

source=Nogin - Trademark Security Agreement (Execution Version)(134748563.4)#page2.tif
source=Nogin - Trademark Security Agreement (Execution Version)(134748563.4)#page3.tif
source=Nogin - Trademark Security Agreement (Execution Version)(134748563.4)#page4.tif
source=Nogin - Trademark Security Agreement (Execution Version)(134748563.4)#page5.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 26, 2022 by Branded Online Inc., a Delaware corporation (“**Grantor**”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, Grantor is party to a Pledge and Security Agreement dated as of August 26, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Capitalized terms used and not defined herein have the meanings given to them in the Security Agreement (including by cross reference to the Indenture defined therein).

SECTION 2. Grant of Security Interest in Trademark Collateral: As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, Grantor hereby pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and a continuing Lien on, all of Grantor’s right, title or interest in or to all registered Trademarks and pending applications for Trademarks listed on Schedule A attached hereto together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of Grantor, execute,

acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 7. Concerning the Collateral Agent. U. S. Bank Trust Company, National Association is entering into this Agreement not in its individual capacity, but solely in its capacity as Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges, immunities and indemnities given to the Collateral Agent under the Indenture and the Pledge and Security Agreement as if such rights, privileges, immunities and indemnities were set forth therein. In the case of a conflict between this Agreement or any other Note Documents and the Indenture with respect to the Collateral Agent's rights, privileges, immunities and indemnities, the Indenture shall control.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature pages follow]

Branded Online, Inc., as Grantor

DocuSigned by:

Jan-Christopher Nugent


By: _____

7E63FE62C4A2486

Name: Jan-Christopher Nugent

Title: Chief Executive Officer

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: Alejandro Hoyos
Title: Vice President

**Schedule A
Trademark Registrations and Applications**

Country	Reg/App. No.	Title	Status
U.S.	90749476	SHIPGENIUS	PENDING Intent to Use - Filed Intent to Use
U.S.	90430964	CORE TRAFFIC	PENDING FILED AS USE APPLICATION USE APPLICATION - CURRENT
U.S.	6540669	NOGIN	PUBLISHED (PENDING) Intent to Use - Filed Intent to Use
U.S.	5730931	FACE OFF FASHION	REGISTERED FILED AS USE APPLICATION USE APPLICATION - CURRENT
U.S.	97224528	U SMARTSHIP	PENDING Intent to Use - Filed
U.S.	97074500	SMARTSHIP	PENDING