

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768504

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|---|-------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Creative Fabrica B.V. | | 11/11/2022 | Besloten Vennootschap (B.V.): NETHERLANDS |
| RECEIVING PARTY DATA | | | |
| Name: | TriplePoint Capital LLC | | |
| Street Address: | 2755 Sand Hill Rd. | | |
| City: | Menlo Park | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94025 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97033063 | CREATIVE FABRICA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7083838897 | | |
| <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> | | | |
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| Correspondent Name: | Mary Catherine Merz | | |
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| NAME OF SUBMITTER: | Mary Catherine Merz | | |
| SIGNATURE: | /Mary Catherine Merz/ | | |
| DATE SIGNED: | 11/17/2022 | | |
| Total Attachments: 34 | | | |
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DATED

11 NOVEMBER 2022

- (1) CREATIVE FABRICA B.V.
AS PLEDGOR**
- and -**
- (2) TRIPLEPOINT CAPITAL, LLC
AS PLEDGEE**

**DEED OF PLEDGE OF
RECEIVABLES, MOVEABLE
ASSETS AND IP SECURITY
ASSETS**

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THIS DEED OF PLEDGE is made on

11 NOVEMBER 2022

BETWEEN:

- (1) **CREATIVE FABRICA B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), with corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands and its office address at Westerstraat 187, 1st floor, 1015 MA Amsterdam, the Netherlands, registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 70114412 (the "**Pledgor**"); and
- (2) **TRIPLEPOINT CAPITAL, LLC** ("**Pledgee**").

IT IS AGREED:

1. DEFINITIONS

1.1 Definitions

Capitalised terms used but not defined in this Deed of Pledge shall have the meanings ascribed to such terms in the Loan and Security Agreement.

In this Deed of Pledge:

"**Account Bank**" means any (financial) institution at which the Pledgor maintains a Bank Account from time to time (including the (financial) institutions specified in part 1 of schedule 1 (*Bank Account Details*));

"**Account Bank Consent**" means any document, in a form and substance satisfactory to the Pledgee, wherein any relevant Account Bank confirms that any Disclosed Receivables against such Account Bank are fully transferable within the meaning of Article 3:83(2) of the Civil Code;

"**Bank Account**" means any bank account (of whatsoever nature) which the Pledgor has or may have at any time which is administered in the Netherlands with any Account Bank (including the bank accounts specified in part 1 of schedule 1 (*Bank Account Details*));

"**Civil Code**" means the Dutch Civil Code (*Burgerlijk Wetboek*);

"**Contract**" means any contract entered into between the Pledgor and any relevant counterparty as specified in part 2 of schedule 1 (*Contract Receivables and Contract Debtors*);

"**Contract Debtors**" means any counterparty with whom the Pledgor has concluded a Contract;

"**Debtor**" means any Account Bank, Contract Debtor, Insurer and/or any other person against which the Pledgor has a receivable (as the case may be);

"**Deed of Pledge**" means this deed of pledge of Security Assets, together with its Schedules and/or any Supplemental Deed of Pledge (as the case may be);

"**Disclosed Pledge**" means the disclosed right of pledge (*openbaar pandrecht*) in respect of the Disclosed Receivables created pursuant to this Deed of Pledge;

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"Disclosed Receivables" means any and all receivables which the Pledgor has or may have against any Debtor who has been notified of the Pledge;

"Enforcement Event" means an Event of Default which is continuing which shall constitute a default (*verzuim*) within the meaning of Article 6:81 and Article 3:248 of the Civil Code;

"Execution Date" means the date of this Deed of Pledge or any Supplemental Deed of Pledge (as the case may be);

"Existing Licences" means any and all licences in relation to an intellectual property right under which the Pledgor is or shall be the licensee at any time and which are capable of being pledged;

"Existing IP Rights" means any and all intellectual property rights of which the Pledgor is or shall be the owner as at the Execution Date of this Deed of Pledge;

"Existing Security Assets" means the Disclosed Receivables, Existing Undisclosed Receivables, existing Moveable Assets, Existing IP Rights and Existing Licences;

"Existing Undisclosed Receivables" means any and all receivables which the Pledgor has or may at any time have against any debtor and which exist as at the date of registration of this Deed of Pledge with the Dutch tax authorities or which will be directly obtained from any legal relationship which exists as of that date with such debtor (including all relevant Disclosed Receivables prior to notification of the relevant Pledge to any relevant Debtor);

"Future IP Rights" means any and all intellectual property rights of which the Pledgor is or shall be the owner from time to time other than the Existing IP Rights;

"Future Licences" means any and all licences (other than the Existing Licences) in relation to an intellectual property right under which the Pledgor is or shall be the licensee at any time and which are capable of being pledged;

"Future Security Assets" means the Future Undisclosed Receivables, future Moveable Assets which could not be made subject to the Pledge prior to the moment of registration of this Deed of Pledge or any Supplemental Deed of Pledge, Future IP Rights and Future Licences;

"Future Undisclosed Receivables" means any and all receivables (other than the Existing Undisclosed Receivables) which are acquired by the Pledgor at any relevant point in time (including all relevant Disclosed Receivables prior to notification of the Pledge on such Disclosed Receivables to any relevant Debtor at such point in time);

"Insurance" means any contract of insurance (of whatsoever nature) entered into between the Pledgor and an Insurer under which the Pledgor is the beneficiary (including the policies or contracts of insurance specified in part 2 of schedule 1 (*Receivables against an Insurer under an Insurance*)), excluding any contract or policy of insurance which are restricted from being pledged under Article 7:954 paragraph 4 of the Civil Code;

"Insurers" means any insurance company at which the Pledgor maintains an Insurance from time to time;

"IP Pledge" means the right of pledge (*pandrecht*) in respect of the IP Security Assets created pursuant to this Deed of Pledge;

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"IP Rights" means any Existing IP Rights and/or any Future IP Rights (as the case may be);

"IP Security Assets" means each IP Right and each Licence (including the assets specified in part 5 of schedule 1 (*IP Security Assets*));

"Licences" means any Existing Licences and/or any Future Licences (as the case may be);

"Loan and Security Agreement" means the USD 10,000,000 Plain English Capital Loan And Security Agreement by and between, amongst others, the Pledgor as borrower and the Pledgee as collateral agent dated 11 November 2022;

"Material Jurisdiction" means the Netherlands, the Benelux (as a whole), the European Community (as a whole) and any other relevant country:

- (a) where any registration of any IP Security Asset is effective or has been applied for;
- (b) where the Pledgor uses any IP Security Asset; or
- (c) where any licensee of an IP Security Asset is incorporated or under its licence is permitted to use, exploit or enjoy any IP Security Asset;

"Moveable Assets" means any and all (existing and future) moveable assets of which the Pledgor is or shall be the owner at any time (including such moveable assets as located at the locations specified in part 4 of schedule 1 (*Moveable Assets*));

"Notice of Pledge" means a notice in the form of schedule 2 (*Form of Notice of Pledge*) or in such other form as may be determined by the Pledgee;

"Party(ies)" means the Pledgor and the Pledgee or the relevant one of them (as the case may be);

"Pledge" means the Disclosed Pledge, the Undisclosed Pledge and/or the IP Pledge (as the case may be) created pursuant to this Deed of Pledge;

"Receivables" means any Disclosed Receivables and any Undisclosed Receivables (as the case may be);

"Secured Obligations" means all obligations (whether matured or not, present or future, actual or contingent) of the Pledgor to pay an amount of money to the Pledgee which the Pledgor has or may have at any time under or in connection with the Loan and Security Agreement including, for the avoidance of doubt, any change or increase in the obligations under the Loan and Security Agreement pursuant to or in connection with any amendment, extension or supplement to the Loan and Security Agreement or any restatement or novation of the Loan and Security Agreement, in each case whether or not anticipated as at the Execution Date of this Deed of Pledge or the date of any subsequent amendment to the Loan and Security Agreement;

"Security Assets" means the Moveable Assets, Receivables and IP Security Assets (or the relevant one of them, as the case may be);

"Security Period" means the period beginning on the Execution Date of this Deed of Pledge and ending on the date on which either all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, or the rights and obligations arising out of this

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Deed of Pledge have been terminated to the unconditional satisfaction of the Pledgee, whichever event is earlier;

"**Supplemental Deed of Pledge**" means a supplemental deed of pledge to be drawn up materially in the form specified in schedule 4 (*Form of Supplemental Deed of Pledge*);

"**Undisclosed Pledge**" means the undisclosed right of pledge (*stil pandrecht*) in respect of the Undisclosed Receivables and the Moveable Assets created pursuant to this Deed of Pledge; and

"**Undisclosed Receivables**" means any Existing Undisclosed Receivable and/or any Future Undisclosed Receivable and/or, if the relevant context so permits, any Licence to the extent that it can be qualified as a receivable (as the case may be).

1.2 Interpretation

- (a) Clause and schedule headings have no independent meaning in this Deed of Pledge;
- (b) In this Deed of Pledge, unless a contrary indication appears:
 - (i) a "**debtor**" includes any person against which the Pledgor has a receivable;
 - (ii) an "**encumbrance**" includes any security right or other limited right (*beperkt recht*), title retention arrangement, right of retention, attachment (*beslag*) or other encumbrance (of whatsoever nature) (and "**encumber**" shall be construed accordingly);
 - (iii) an "**intellectual property right**" includes:
 - (A) any know how, patent, model, design, trademark, service mark, business name, domain name and similar right;
 - (B) any copyright, data base, topography, neighbouring right or similar right; and
 - (C) any right or application to acquire any intellectual property right referred to in paragraphs (A) and (B) above,in each case whether registered or not and wherever registered or valid, including all rights, powers and remedies attached to such rights;
 - (iv) a "**licence**" includes any right of use, exploitation or enjoyment in relation to an intellectual property right (and "**licence**" shall be construed accordingly);
 - (v) a "**moveable asset**" means machinery, equipment, inventory, stock and each other physical asset (including bearer securities) other than (a) land and buildings and other real property and (b) vessels and aircraft that qualify as registrable goods (*registergoederen*);
 - (vi) a "**receivable**" refers to any right to receive performance of an obligation (whether in cash, in kind or in any other form and whether present or future, actual or contingent);

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- (vii) "registration" or "register" means in relation to (i) the registration of this Deed of Pledge or any Supplemental Deed of Pledge with the Dutch tax authorities, the offering for registration (*aanbieden ter registratie*) of such document, or (ii) the registration of the IP Pledge with any relevant intellectual property register, in both cases (in respect of any registration by the Pledgor) followed by the provision of evidence thereof to the Pledgee;
 - (viii) any reference to a document also refers to any amendment, supplement or restatement thereof and, other than in respect of this Deed of Pledge, any novation thereof;
 - (ix) any reference to the singular shall include a reference to the plural (and *vice versa*); and
 - (x) whenever used in this Deed of Pledge, the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".
- (c) Except where this Deed of Pledge expressly provides otherwise:
- (i) a person who is not a Party has no right under Article 6:253 of the Civil Code to exercise or enforce any term or condition of this Deed of Pledge; and
 - (ii) where a person has a right under Article 6:253 of the Civil Code to exercise or enforce a term or condition of this Deed of Pledge, this Deed of Pledge (including, for the avoidance of doubt, that person's rights under this Deed of Pledge) may be terminated, amended, supplemented or waived without that person's consent.
- (d) No provision of this Deed of Pledge shall be interpreted against a Party solely as a result of the fact that such Party was responsible for the drafting of such provision.
- (e) The principles of construction as set out in Section 22 of the Loan and Security Agreement shall apply to this Deed of Pledge as though they were set out in full in this Deed of Pledge.

2. OBLIGATION AND AGREEMENT TO PLEDGE

The Pledgor and the Pledgee hereby undertake and agree to create the Pledge.

3. PLEDGE, STATUTORY REPRESENTATION

3.1 Existing Security Assets

- (a) The Pledgor hereby grants and creates whether or not in advance (*al dan niet bij voorbaat*), for the benefit of the Pledgee, a disclosed (*openbaar*) or undisclosed (*stil*) right of pledge (*pandrecht*) (as the case may be), over the Existing Security Assets.
- (b) The Pledgee accepts such right of pledge, subject to the terms and conditions set forth in this Deed of Pledge.

3.2 Future Security Assets

- (a) The Pledgor hereby agrees to grant and shall grant, whether or not in advance (*al dan niet bij voorbaat*), for the benefit of the Pledgee, an (undisclosed) (*stil*) right of pledge (*pandrecht*) over the Future Security Assets to the extent that such Security Assets could not be made subject to the Pledge prior to or on any relevant Execution Date.
- (b) The Pledgee accepts such right of pledge, subject to the terms and conditions set forth in this Deed of Pledge.

3.3 Supplemental Deed of Pledge

In respect of clause 3.2 (*Future Security Assets*), the Pledgor undertakes to prepare a Supplemental Deed of Pledge:

- (a) on a quarterly basis starting from the date of this Deed of Pledge; or
- (b) in the event of an Event of Default is continuing, whenever the Pledgee so requires,

and to execute the same, with a copy to the Pledgee.

3.4 Moveable Assets not situated in the Netherlands

In respect of any Moveable Assets which at the time of registration of this Deed of Pledge (or any Supplemental Deed of Pledge) are not located in the Netherlands (or whose property regime otherwise is not Netherlands law), the rights of pledge granted pursuant to clause 3 (*Pledge, statutory representation*) shall be created subject to the condition precedent (*opschortende voorwaarde*) that the relevant Moveable Assets are situated in the Netherlands.

3.5 Account Bank Consent

- (a) In order for any Disclosed Receivables against any relevant Account Bank, under or in connection with a Bank Account opened after the Execution Date of this Deed of Pledge to become capable of being pledged, the Pledgor will procure ultimately on the date that such new Bank Account is opened, that any relevant Account Bank consents to the creation of the Pledge in respect of such Disclosed Receivables by providing the Pledgee with a duly executed Account Bank Consent (countersigned for agreement by the relevant Account Bank).
- (b) In respect of any Receivables which at the Execution Date are subject to transfer restrictions contained in the (general) terms and conditions of an Account Bank which ban the transferability of such Receivable and/or ban such Receivable becoming subject to the Pledge, the rights of pledge granted pursuant to this clause 3 shall be created subject to the condition precedent (*opschortende voorwaarde*) that the relevant Account Bank consents to the granting and creation of the Pledge and confirms such Receivables are fully transferable within the meaning of Article 3:83(2) of the Civil Code.

3.6 Pledge restrictions

The Pledgor must use commercially reasonable efforts (taking into account (the impact on) the commercial relationship with any counterparty) to avoid any *in rem* (*goederenrechtelijk*) or other pledge restriction (*verpandingsverbod*) being applicable to any Receivable and, if a Receivable is not capable of being pledged by reason of an *in rem* pledge restriction

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(*goederenrechtelijk verpandingsverbod*) the Pledgor must use reasonable endeavours to release such restriction with the relevant counterparty.

3.7 General

- (a) The Pledge is granted for the duration of the Security Period and secures the payment of the Secured Obligations.
- (b) The Pledge is a separate right of pledge on each relevant Security Asset and includes all rights of action, dependent rights (*afhankelijke rechten*), ancillary rights (*nevenrechten*), and other rights inherent and/or attached to any relevant Security Assets.
- (c) The Pledgor expressly renounces any and all rights it may have pursuant to or in connection with Articles 3:233 and 3:234 of the Civil Code.

4. PERFECTION

4.1 Disclosed Pledge

- (a) In order to perfect the Disclosed Pledge, the Pledgor will send each Account Bank, Contract Debtor and Insurer a Notice of Pledge as soon as possible but in any event within two Business Days upon the Execution Date of this Deed of Pledge and the Pledgor will:
 - (i) provide the certificates of posting, together with any track & trace details or other evidence that such notices were sent and delivered within five Business Days after the Execution Date; and
 - (ii) use best efforts to procure that such relevant Debtors will acknowledge receipt of such Notice of Pledge within 15 Business Days after the Execution Date of this Deed of Pledge.
- (b) In respect of Account Bank, Contract Debtor and Insurer that become Debtors after the Execution Date of this Deed of Pledge, the Pledgor will (after having (in respect of any relevant Disclosed Receivables against an Account Bank) complied with clause 3.5 (*Account Bank Consent*)) send a Notice of Pledge per registered mail to such Account Bank, Contract Debtor or Insurer within five Business Days upon such debtors becoming Debtors and the Pledgor will:
 - (i) provide the certificates of posting, together with any track & trace details or other evidence that such notices were sent and delivered within two Business Days after such notice being sent; and
 - (ii) use best efforts to procure that such relevant Debtors will acknowledge receipt of such Notice of Pledge within ten Business Days after such notice being sent.

4.2 Undisclosed Pledge

- (a) In order to perfect the Undisclosed Pledge, the Pledgor will (i) register this Deed of Pledge and/or any Supplemental Deed of Pledge, with a copy to the Pledgee, on any relevant Execution Date and (ii) procure that a copy of the duly registered Deed of

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Pledge and/or Supplemental Deed of Pledge is provided to the Pledgee as soon as possible after registration has taken place.

- (b) In accordance with clause 10 (*Power of Attorney*), the Pledgee may at any time enter into Supplemental Deeds of Pledge on behalf of the Pledgor (whether or not on a daily basis on the basis of the Pledgee's own format or in accordance with the terms and conditions of this Deed of Pledge) and register such Supplemental Deeds of Pledge.

4.3 IP Pledge

In order to perfect the IP Pledge:

- (a) the Pledgor shall at its sole cost register the Pledge in each intellectual property register in each Material Jurisdiction where it is capable of being registered, within five Business Days after (i) the Execution Date of this Deed of Pledge and (ii) any registration, or application for registration of an IP Security Asset, made after any relevant Execution Date; and
- (b) the Pledgee may at any time register the IP Pledge, at the cost of the Pledgor in each Material Jurisdiction where it is capable of being registered.

5. REPRESENTATIONS

5.1 Times when representations are made

The representations set out in this clause 5 (*Representations*) are made by the Pledgor on each Execution Date and on each date Security Assets become subject to the Pledge, a Debtor is notified, a registration is made pursuant to clause 4.2 (*Undisclosed Pledge*) and on any date on which the representations set out Section 11 of the Loan and Security Agreement are repeated.

5.2 General representations

The Pledgor represents that:

- (a) the Pledge ranks first (save as permitted under the Loan Documents);
- (b) each Receivable and IP Security Asset of which it is the creditor or the owner is capable of being subject to the Pledge, is transferable (*overdraagbaar*) and is not subject to any right of set off or similar right (excluding any Undisclosed Receivables which are subject to clause 3.6 (*Pledge restrictions*) not capable of being pledged as a result of an *in rem* pledge restriction (*goederenrechtelijk verpandingsverbod*) (in each case, save as permitted under the Loan Documents)); and
- (c) each existing Moveable Asset of which it is the owner is located in the Netherlands, or is otherwise capable of being pledged under Netherlands law or is made subject to a Security Agreement subject to the law under which such Moveable Asset is capable of being made subject to security.

5.3 IP Representations

The Pledgor represents that:

- (a) each of its IP Security Assets is validly registered in each Material Jurisdiction where it is capable of being registered;
- (b) in respect of its IP Security Assets, all actions (including the payment of any fee or other amount) have been taken to register and maintain the registration of each of its IP Security Assets in each Material Jurisdiction; and
- (c) none of its IP Security Assets infringes any intellectual property right of any person.

6. COVENANTS

6.1 Duration

The undertakings in this clause 6 (*Covenants*) remain in force during the Security Period.

6.2 General covenants

Without prejudice to the other provisions of this Deed of Pledge, the Pledgor shall:

- (a) not assign, subordinate, transfer, pledge, sell, or otherwise encumber, release (*kwijtschelden*), waive (*afstand doen van*), set off (*verrekenen*) or dispose of any rights over any of the Security Assets or enter into any agreement obliging it to do so, or terminate any agreement relating to any of the Security Assets (unless the Loan Documents so permit it or if the Pledgee gives its prior written consent);
- (b) upon becoming aware of any claim, litigation, arbitration or administrative or regulatory proceedings (including any attachment, execution or winding-up) made, initiated or threatened by any person relating to the Security Assets, promptly notify that person of the Pledge and supply to the Pledgee the details of the claim or proceedings; and
- (c) promptly notify the Pledgee upon it becoming aware that any of the representations and warranties set forth in clause 5 (*Representations*) are or (are reasonably likely to) become incorrect, inaccurate, incomplete or misleading.

6.3 Receivables covenants

Without prejudice to the other provisions of this Deed of Pledge, each Pledgor shall give notice to the Pledgee of any default by any of the relevant Debtors with regard to any of their payment obligations or any event that is likely to impair the value of the Receivables as soon as practicable after it becomes aware of any such default or event.

6.4 Moveable Assets covenants

Without prejudice to the other provisions of this Deed of Pledge, the Pledgor shall:

- (a) on reasonable demand by the Pledgee, promptly supply the Pledgee with an overview, in form and substance satisfactory to the Pledgee, of the Moveable Assets, their book value and location and all other documents and information relating to such Moveable Assets;

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- (b) transport any Moveable Assets acquired in any other jurisdiction to the Netherlands as soon as practically possible after having been acquired;
- (c) not transfer any Moveable Assets subject to the Pledge, to any other jurisdiction than the Netherlands, other than in its ordinary course of business; and
- (d) use its commercially reasonable efforts to keep all the Moveable Assets in good working condition and order at all times.

6.5 IP Security Assets covenants

Without prejudice to the other provisions of this Deed of Pledge, the Pledgor shall use its best efforts (including the institution of legal proceedings):

- (a) to retain and protect each of the IP Security Assets;
- (b) to stop or prevent any person infringing any of the IP Security Assets; and
- (c) not to use or permit the use of any of the IP Security Assets in a way which may, or take or omit to take any action which may, adversely affect the existence or value of the IP Security Assets.

7. RIGHTS BEFORE AND AFTER ENFORCEMENT

7.1 Rights of the Parties prior to occurrence of an Enforcement Event:

- (a) Notwithstanding the fact that only the Pledgee has the right to collect (*innen*) the relevant Disclosed Receivables as of the later of the Execution Date of this Deed of Pledge and the receipt of any relevant Notice of Pledge by any relevant Debtor, the Pledgee hereby grants the Pledgor the authority to collect the Disclosed Receivables (whether in or out of court), and, if required, to declare them to be due and payable, subject and until the occurrence of an Enforcement Event, whereupon this authority to the Pledgor shall be deemed to have been revoked.
- (b) Until the occurrence of an Enforcement Event, the Pledgor may use and sell (free of the Pledge) the Moveable Assets and IP Security Assets in the ordinary course of its trading.

7.2 Rights of the Parties upon and after the occurrence of an Enforcement Event:

- (a) Upon the occurrence of an Enforcement Event, the Pledgee may to the exclusion of the Pledgor, generally, exercise all rights and remedies available to a pledgee under Netherlands law, including:
 - (i) notify any relevant Debtor that the Pledgor's right to collect the relevant Receivables has terminated (in respect of any Undisclosed Receivables, by serving a notice substantially in the form of schedule 4 (*Form of Notice to Debtor*));
 - (ii) collect the Receivables and (if required) declare them to be due and payable, to take possession of the Moveable Assets, discharge, settle or waive any claim or dispute, and refer to arbitration and initiate, defend or abandon any proceedings (including arbitration proceedings), in relation to the Receivables or the Moveable Assets and, generally, exercise all rights which the Pledgor

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- may have as the creditor of the relevant Receivables or the owner of the Moveable Assets (other than using the Moveable Assets);
- (iii) register (a) any IP Security Asset in any register in which such IP Security Asset may be registered, and (b) the IP Pledge in any register in which such IP Security Asset is registered; and
 - (iv) exercise all rights which the Pledgor may have as the owner, licensee or creditor of the relevant IP Security Assets (whether by law, contract or otherwise).
- (b) The Pledgor is not entitled to request the President of the competent court (*rechtbank*) to order that the Security Assets shall be sold in a manner which deviates from the provisions of Article 3:250 et. seq. of the Civil Code.
 - (c) The Pledgee shall not be obliged to give notice to the Pledgor of any intention to sell the pledged Security Assets (as provided in Article 3:249 of the Civil Code) or, if applicable, of the fact that it has sold the same Security Assets (as provided in Article 3:252 of the Civil Code).
 - (d) The Parties agree that upon the enforcement of the Pledge pursuant to this clause 7.2 (*Rights of the Parties upon and after the occurrence of an Enforcement Event*), any amount received by the Pledgee shall be applied towards the payment of the Secured Obligations in accordance with the relevant provisions of the Loan Documents, subject to the applicable mandatory provisions of Netherlands law.

8. INFORMATION

The Pledgor shall, on demand by the Pledgee, promptly supply the Pledgee with such documents and information relating to the Security Assets and the relevant Debtors as the Pledgee may request for purposes of (i) determining/exercising its rights arising out of this Deed of Pledge and (ii) protecting its interests pursuant to or in connection with the Pledge.

9. TERMINATION

The Pledgee is entitled to cancel (*opzeggen*) any right of pledge under this deed in whole or in part by notice in writing to the Pledgor.

10. POWER OF ATTORNEY

For the duration of the Security Period, the Pledgor hereby grants to the Pledgee an irrevocable power of attorney with the power of substitution to perform all acts, including acts of disposition (*beschikkingshandelingen*) on behalf of the Pledgor which in the sole opinion of the Pledgee are necessary in order to (i) create or perfect the Pledge (whether or not on a daily basis on the basis of the Pledgee's own format or in accordance with the terms and conditions of this Deed of Pledge) and/or (ii) to have the full benefit of those rights (including performing any of the Pledgor's obligations under this Deed of Pledge and exercising any of the Pledgor's rights to and in connection with the Receivables). The Pledgee may act as counterparty of the Pledgor even in the event of a conflict of interest. The Pledgor hereby waives its rights under Article 3:68 of the Civil Code which waiver is hereby accepted by the Pledgee.

11. MISCELLANEOUS

11.1 Incorporation of terms

The provisions of section 12(iv) (*Additional Documents and Assurances*), section 13 (*You agree to indemnify and protect us*) and section 20() (*Notices*) of the Loan and Security Agreement shall apply to this Deed of Pledge as if set out in full in this Deed of Pledge and as if references in those sections to:

- (a) "this Agreement" and "the Loan Documents", are references to this Deed of Pledge;
- (b) the "Lender" or the "Collateral Agent" are references to the Pledgee; and
- (c) a "Borrower" or "You" are a references to the Pledgor.

11.2 Prior encumbrances

The Pledgee may, at any time, redeem any prior encumbrances (including prior security rights) over the relevant Security Assets or procure to be subrogated in such prior encumbrances. All principal monies, interest, costs, charges and expenses in connection therewith shall be payable by the Pledgor to the Pledgee on demand and shall be a Secured Obligation for the purpose of this Deed of Pledge.

11.3 Dissolution, suspension and error

The Pledgor hereby waives to the fullest extent permitted by law its right to dissolve (*ontbinden*) or annul (*vernietigen*) the legal acts (*rechtshandelingen*) or suspend (*opschorten*) any obligations represented by this Deed of Pledge and such waiver is hereby accepted by the Pledgee. The Pledgor shall bear the risk of any error (*dwalig*) made by them in relation to this Deed of Pledge. This clause 11.3 (*Dissolution, suspension and error*) contains an irrevocable third party stipulation (*derdenbeding*) in favour of any Lender.

11.4 Assignment and transfer

- (a) The Pledgee is entitled to transfer all or part of its rights and/or obligations pursuant hereto to any transferee and the Pledgor hereby in advance gives its irrevocable consent to, and hereby in advance irrevocably co-operates with, any such transfer (within the meaning of Articles 6:156 and 6:159 of the Civil Code). The Pledgee is entitled to impart any information concerning the Pledgor and/or the Security Assets to any transferee or proposed transferee.
- (b) The Pledgor hereby undertakes to, upon any assignment or transfer pursuant to this clause 11.4 (*Assignment and transfer*), provide any assignee and/or transferee with a confirmation that the power of attorney as set out in clause 10 (*Power of Attorney*) is deemed to be granted to that assignee and/or transferee or, alternatively, provide any assignee and/or transferee with a power of attorney substantially in the form as set out in clause 10 (*Power of Attorney*).
- (c) The Pledgor may not assign any of its rights and/or transfer any of its rights or obligations under this Deed of Pledge.

11.5 Entire Agreement

- (a) This Deed of Pledge (i) represents the entire agreement between the Parties, and (ii) supersedes and replaces all prior agreements (in both cases) relating to its subject matter.
- (b) In the event of conflict or inconsistency between any provision of this Deed of Pledge and any corresponding provision of the Loan Documents, the relevant corresponding provisions of this Deed of Pledge shall prevail.

11.6 Evidence

The entries made in the accounts maintained by the Pledgee are conclusive evidence (*dwingend bewijs*) of the matters to which they relate.

11.7 Further assurances

The Pledgor undertakes in respect of this Deed of Pledge to take (promptly following request to this effect from the Pledgee) any action and sign any document that the Pledgee requires in order to give the Pledgee the full benefit of this Deed of Pledge and the enforcement thereof, including sending notifications to their relevant Debtors. Without detracting from any rights of the Pledgee pursuant to this clause 11.7 (*Further assurances*), the Pledgee shall also, for the avoidance of doubt, be entitled to take any action under this clause 11.7 (*Further assurances*) pursuant to clause 10 (*Power of Attorney*).

11.8 Severability

If any provision in this Deed of Pledge shall be held to be illegal, invalid, or unenforceable, in whole or in part, under any applicable law:

- (a) such provision or part shall to that extent be deemed not to form part of this Deed of Pledge but the legality, validity, binding effect or enforceability of the remainder of this Deed of Pledge shall not be affected; and
- (b) the Parties shall use best efforts to agree a replacement provision that is legal, valid, binding and enforceable to achieve so far as possible the intended effect of the illegal, invalid, non-binding or unenforceable provision.

11.9 Costs

The Pledgor shall promptly on demand pay the Pledgee the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the preparation, negotiation, printing and execution of this Deed of Pledge and any other documents referred to in this Deed of Pledge.

11.10 Governing Law and Jurisdiction

- (a) This Deed of Pledge (including this clause 11.10 (*Governing Law and Jurisdiction*)) shall be governed by, and construed in accordance with, Netherlands law.
- (b) The Parties irrevocably submit to the exclusive jurisdiction of the court (*rechtbank*) of Amsterdam, the Netherlands, and any appellate court thereof, to settle any and all disputes that arise out of or in connection with this Deed of Pledge. This clause 11.10 (*Governing Law and Jurisdiction*) is for the benefit of the Pledgee only. As a result,

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the Pledgee shall not be prevented from taking proceedings relating to this Deed of Pledge in any other courts with jurisdiction. To the extent allowed by law, the Pledgee may take concurrent proceedings in any number of jurisdictions.

- (c) If a Party to this Deed of Pledge is represented by an attorney in connection with the execution of this Deed of Pledge or any document connected with this Pledge and that Party has chosen Netherlands law to govern the power of attorney, the other Party hereby accepts this choice of governing law, in accordance with Article 14 of the Hague Convention on the Law Applicable to Agency of 14 March 1978.

[Signature page follows]

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THIS DEED OF PLEDGE HAS BEEN ENTERED INTO ON THE EXECUTION DATE SPECIFIED ON THE FIRST PAGE OF THIS DEED OF PLEDGE

DocuSigned by:
Anca Ioana Stefan
FC78D220C79471
CREATIVE FABRICA B.V., as Pledgor
Name: Anca Ioana Stefan
Title: chief technical officer

DocuSigned by:
Roemie Hillenaar
EA4922F5316408
CREATIVE FABRICA B.V., as Pledgor
Name: Roemie Hillenaar
Title: chief Executive officer

DocuSigned by:
Kevin W. Thorne
31285728578167
TRIPLEPOINT CAPITAL, LLC, as Pledgee
Name: Kevin Thorne
Title: chief operating officer

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SCHEDULE 1: SECURITY ASSETS

[REDACTED]

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

[REDACTED]

| | |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

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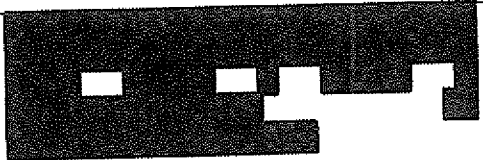


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Part 5: IP Security Assets

| Name IP Security Asset | Details of IP Security Asset |
|-----------------------------|--|
| Trademarks Creative Fabrica | <p>Trademarks are registered in:</p> <ul style="list-style-type: none"> (a) Australia (IPA), registration no. 2259821; (b) Benelux (BOIP), registration no. 1438613; (c) EU (EUIPO), registration no. W01653278; (d) UK (UKIPO), registration no. WO0000001653278. <p>Trademark applications are pending in the following jurisdictions:</p> <ul style="list-style-type: none"> (e) Canada (CIPO), registration no. |

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| | |
|---|--|
| | 2176002; and |
| | (f) US (USPTO), registration no. 97033063. |
|  |  |
|  |  |

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SCHEDULE 2: FORM OF NOTICE OF PLEDGE

Part 1: Form of Notice of Pledge to Contract Debtors

To be delivered with evidence of receipt

To: [relevant Debtor]
Attn: [•]

From: [Pledgor]
[Address]
(the "Pledgor")

Copy to: [Pledgee]
[Address]
(the "Pledgee")

[City], [Date]

Dear Sir/Madam

Re: Notice of Pledge over [Disclosed Receivables][receivables under contracts]

Kindly be advised that on [•] a disclosed first-ranking right of pledge (*openbaar pandrecht*) was created in favour of the Pledgee over all [existing and future receivables which the Pledgor has or may have against you as association of apartment of owners in respect of the property located [•],] [contract receivables which the Pledgor has or may have against you as contract debtor] (the "Receivables").

As a result of the aforesaid pledge, payments in respect of the Receivables may continue to be made to the Pledgor, until the Pledgee has notified you to the contrary. After such notification by the Pledgee, as a matter of law, payments in respect of the said Receivables may only be made to the Pledgee or in any other way instructed by the Pledgee.

[By signing this letter for acknowledgement of receipt you confirm that you agree with the release of any right of pledge, and waive (*afstand doen van*) any right of set off (*verrekening*) and suspension of performance (*opschorting*) you may have in respect of the Receivables, until the Pledgee has advised you that the right of pledge pursuant to the Deed of Pledge has been terminated.]¹

Please sign and return the enclosed copy of this letter as evidence of your receipt of and agreement with the information contained in it.

Yours faithfully,

[•], as Pledgor

By: [•]

Title: [•]

¹ Consider whether this is appropriate to include (might not be appropriate for unrelated third parties).

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We, the undersigned, acknowledge receipt of this Notice of Pledge and agree to be bound by its terms.

[*]
By: [*]
Title: [*]
Place: [*]
Date: [*]

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Part 2: Form of Notice of Pledge to Insurer

To be delivered with evidence of receipt

To: [relevant Debtor]
Attn: [*]

From: [Pledgor]
[Address]
(the "Pledgor")

Copy to: [Pledgee]
[Address]
(the "Pledgee")

[City], [Date]

Dear Sir/Madam

Re: Notice of Pledge over Disclosed Receivables held at Insurance Number [*]

Kindly be advised that on [*] a disclosed first-ranking right of pledge (*openbaar pandrecht*) was created in favour of the Pledgee over all existing and future receivables relating to any policy or insurance contract which the Pledgor has or at any time may have against you as insurer (the "Insurances"), excluding any contract or policy of insurance which are restricted from being pledged under Article 7:954 paragraph 4 of the Civil Code (the "Receivables").

As a result of the aforesaid pledge, payments in respect of the Receivables may continue to be made to the Pledgor, until the Pledgee has notified you to the contrary. After such notification by the Pledgee, as a matter of law, payments in respect of the said Receivables may only be made to the Pledgee or in any other way instructed by the Pledgee.

By signing this letter for acknowledgement of receipt you confirm that:

- (a) [you agree with the release of any right of pledge, and waive (*afstand doen van*) any right of set off (*verrekening*) and suspension of performance (*opschorting*) you may have in respect of the Receivables until the Pledgee has advised you that the right of pledge pursuant to the Deed of Pledge has been terminated;]²
- (b) the Pledgee is named in as co-insured under each of the Insurances but without any liability on the part of the Pledgee for any premium in relation to the Insurances (unless the Pledgee has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance);
- (c) you will provide to the Pledgee, for the benefit of the Pledgee, a certificate of insurance;
- (d) you will undertake to note on the relevant insurance contracts and policies the Pledgee's rights as loss payee and right of pledge over the Insurance;
- (e) you will not (i) repudiate, rescind or cancel any Insurance, (ii) treat any Insurance as avoided in whole or in part, (iii) treat any Insurance as expired due to non-payment of premium, or (iv) otherwise decline any claim under any Insurance by or on behalf of any insured party,

² Consider whether this is appropriate to include (might not be appropriate for unrelated third parties).

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without given the Pledgee a [*] Business Days' prior notice in writing and in respect of clause e (iii) give the Pledgee the opportunity to rectify such non-payment of premium within the notice period; and

- (f) you will notify the Pledgee promptly of (i) the proposed terms of any future renewal of any Insurance, (ii) any amendment, supplement, extension, termination, avoidance or cancellation of any of the Insurance made or, to its knowledge, threatened or pending, (iii) any claim, and any actual or threatened refusal of any claim, under any of the Insurances and (iv) any event or circumstance which has led or may lead to a breach by the Pledgor of any term of this clause.

Please sign and return the enclosed copy of this letter as evidence of your receipt of and agreement with the information contained in it.

Yours faithfully,

[*], as Pledgor

By: [*]

Title: [*]

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We, the undersigned, acknowledge receipt of this Notice of Pledge and agree to be bound by its terms.

[*]
By: [*]
Title: [*]
Place: [*]
Date: [*]

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Part 3: Form of Bank Account Notice of Pledge

To be delivered with evidence of receipt

To: [relevant Debtor]
Attn: [*]

From: [Pledgor]
[Address]
(the "Pledgor")

Copy to: [Pledgee]
[Address]
(the "Pledgee")

[City], [Date]

Dear Sir/Madam

Re: Notice of Pledge over Disclosed Receivables held at Bank Account Number [*]

Kindly be advised that on [*] a disclosed first-ranking right of pledge (*openbaar pandrecht*) was created in favour of the Pledgee over all existing and future banking account receivables relating to any current, savings, securities or other accounts which the Pledgor has or at any time may have against you as account bank (the "Receivables").

As a result of the aforesaid pledge, payments in respect of the Receivables may continue to be made to the Pledgor, until the Pledgee has notified you to the contrary. After such notification by the Pledgee, as a matter of law, payments in respect of the said Receivables may only be made to the Pledgee or in any other way instructed by the Pledgee.

By signing this letter for acknowledgement of receipt you confirm that:

- (a) you agree with the release of any right of pledge, and waive (*afstand doen van*) any right of set off (*verrekening*) and suspension of performance (*opschorting*) you may have in respect of the Receivables, except in relation to any right of set-off only, in relation to account charges or fees in connection with the maintenance or administration of the Receivables or in relation to any ordinary course debiting or crediting of any Bank Account in respect of payments received from or made to third parties, until the Pledgee has advised you that the right of pledge pursuant to the Deed of Pledge has been terminated; [and]
- (b) [that at any time when a default is continuing or the repeating representations are not correct, the Pledgee: (i) will be solely entitled to operate the bank account, (ii) may notify the Pledgor that its rights to operate the bank account are suspended, such notice to take effect in accordance with its terms and (iii) may withdraw from, and apply amounts standing to the credit of, the bank account in or towards any purpose for which moneys in any bank account may be applied until further notice by the Pledgee.]

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Please sign and return the enclosed copy of this letter as evidence of your receipt of and agreement with the information contained in it.

Yours faithfully,

[•], as Pledgor

By: [•]

Title: [•]

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We, the undersigned, acknowledge receipt of this Notice of Pledge and agree to be bound by its terms.

[*]
By: [*]
Title: [*]
Place: [*]
Date: [*]

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SCHEDULE 3: FORM OF SUPPLEMENTAL DEED OF PLEDGE

By prepaid registered mail

To: [Pledgee]
[address]
(the "Pledgee")

From: [Pledgor]
Attn: [*]
[address]
(the "Pledgor")

Copy: [*]

[city], [date].

Dear Sir/Madam,

RE: PLEDGE OF UNDISCLOSED RECEIVABLES, IP SECURITY ASSETS AND MOVEABLE ASSETS

We refer to a deed of pledge of receivables, dated [*], by and between [Pledgor] and [Pledgee] (the "Deed of Pledge"). This is a Supplemental Deed of Pledge. Capitalised terms used in this Supplemental Deed of Pledge shall have the same meaning ascribed thereto in the Deed of Pledge. Under the terms of the Deed of Pledge, we undertook to pledge to you the Future Undisclosed Receivables, IP Security Assets, Moveable Assets not effectively pledged under the Deed of Pledge (or any other Supplemental Deed of Pledge).

In fulfilment of our obligations as aforesaid, as security for the Secured Obligations, and subject to the terms and conditions of and in accordance with the Deed of Pledge, we agree to pledge and hereby pledge to you, the Pledgee, all our claims under or in connection with any Undisclosed Receivables, IP Security Assets or Moveable Assets, including to the extent permitted by law, each Future Undisclosed Receivable, IP Security Assets and Moveable Assets.

In order to perfect the creation of the Pledge over the Future Undisclosed Receivables, IP Security Assets and Moveable Assets described in the previous paragraph, we will immediately submit this Supplemental Deed for registration with the Dutch tax authorities in accordance with the provisions of the Deed of Pledge and otherwise comply with clause 4 (*Perfection*) of the Deed of Pledge in respect of such Undisclosed Receivables, IP Security Assets and Moveable Assets.

For the avoidance of doubt, this Pledge does not include any Undisclosed Receivables, IP Security Assets or Moveable Assets pledged before the date of this Supplemental Deed of Pledge or any previous Supplemental Deed of Pledge.

Subject to the terms of this Supplemental Deed of Pledge, the Deed of Pledge remains in full force and effect and this Supplemental Deed of Pledge and the Deed of Pledge will be read and construed as one document.

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This Supplemental Deed of Pledge is governed by Netherlands law. The provisions of clause 11.10 (*Governing Law and Jurisdiction*) of the Deed of Pledge apply mutatis mutandis to this Supplemental Deed of Pledge.

Yours sincerely,

[•]
By: [•]

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SCHEDULE 4: FORM OF NOTICE TO DEBTOR

BY REGISTERED MAIL

To: [relevant debtor]
Attn: [*]
[address]

From: [Pledgee]
[address] (the "Pledgee")

Copy to: [Pledgor]
[address] (the "Pledgor")
[city], [date]

Dear Sir/Madam:

Re: Notification of Pledge over the [Receivables]

Kindly be advised that on [*] (in accordance with Article 3:239 jo 3:94 of the Civil Code) an undisclosed (*stil pandrecht*) was created over all present and future receivables which the Pledgor has or at any time may have against you as debtor (the "Receivables") in favour of the Pledgee.

We instruct you to pay all Receivables due to the Pledgor to the following account [*].

Please acknowledge receipt of this notice by signing and returning this letter to us.

Yours faithfully,

[*] as Pledgee
By: [*]
Title: [*]

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We, the undersigned, acknowledge receipt of this Notice of Pledge and agree to be bound by its terms.

[*]
By: [*]
Title: [*]
Place: [*]
Date: [*]

Certificate Of Completion

Envelope Id: [REDACTED] Status: Completed
 Subject: Complete with DocuSign: (EXECUTION COPY) Creative Fabrica - Dutch Omnibus Pledge Deed.pdf, (EXE...
 Client matter number: [REDACTED]
 Type of signatures used in this envelope (Please n: Standard only
 Practice Group: FP&R
 Country: NL
 Source Envelope:
 Document Pages: 111 Signatures: 8 Envelope Originator:
 Certificate Pages: 2 Initials: 0 Jos van Doome
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney

Record Tracking

Status: Original Holder: Jos van Doome Location: DocuSign
 09 November 2022 | 18:04

Signer Events

Anca Ioana Stefan
 [REDACTED]
 CTO
 Creative Fabrica B.V
 [REDACTED]

Signature

DocuSigned by:
 Anca Ioana Stefan
 FC78D2320C7D471...
 Signature Adoption: Pre-selected Style
 Using IP Address: [REDACTED]
 Signed using mobile

Timestamp

Sent: 09 November 2022 | 18:48
 Viewed: 10 November 2022 | 19:41
 Signed: 10 November 2022 | 19:42

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kevin W. Thorne
 [REDACTED]
 COD
 [REDACTED]

DocuSigned by:
 Kevin W. Thorne
 15986C0897E457...
 Signature Adoption: Pre-selected Style
 Using IP Address: [REDACTED]

Sent: 09 November 2022 | 18:48
 Viewed: 09 November 2022 | 18:54
 Signed: 09 November 2022 | 18:54

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Roemie Hillenaar
 [REDACTED]
 CEO
 [REDACTED]

DocuSigned by:
 Roemie Hillenaar
 48A022F5310453...
 Signature Adoption: Pre-selected Style
 Using IP Address: [REDACTED]
 Signed using mobile

Sent: 09 November 2022 | 18:48
 Viewed: 10 November 2022 | 19:39
 Signed: 10 November 2022 | 19:39

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

| Certified Delivery Events | Status | Timestamp |
|---|---------------|--|
| Carbon Copy Events | | |
| Flip Kaptein [Redacted] [Redacted] Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 09 November 2022 18:48 |
| Govert [Redacted] [Redacted] Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 09 November 2022 18:48 |
| Ilse Fokkema [Redacted] [Redacted] Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 09 November 2022 18:48 Viewed: 09 November 2022 19:10 |
| Joep Wolfhagen [Redacted] [Redacted] Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 09 November 2022 18:48 Viewed: 10 November 2022 13:59 |
| Legal Assist [Redacted] [Redacted] Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 09 November 2022 18:48 Viewed: 09 November 2022 19:21 |
| Tom Southworth [Redacted] [Redacted] Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 09 November 2022 18:48 Viewed: 09 November 2022 21:07 |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|--------------------------|
| Envelope Sent | Hashed/Encrypted | 09 November 2022 18:48 |
| Certified Delivered | Security Checked | 10 November 2022 19:39 |
| Signing Complete | Security Checked | 10 November 2022 19:39 |
| Completed | Security Checked | 10 November 2022 19:42 |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|