

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plastiq Inc.		11/14/2022	Corporation: DELAWARE
Nearside Business Corp.		11/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC, as Collateral Agent		
Street Address:	150 EAST 58TH STREET		
Internal Address:	39th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97301389	PLASTIQ	
Serial Number:	97301392	PLASTIQ	
Serial Number:	97301400	PLASTIQ	
Registration Number:	4271905	PLASTIQ	
Serial Number:	88623953	HATCH	
Serial Number:	88623954	HATCH	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Virginia Gordon		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	V. Gordon - 27500.0013		
NAME OF SUBMITTER:	Virginia Gordon		

CH \$165.00 97301389

SIGNATURE:	/Virginia Gordon/
DATE SIGNED:	11/14/2022
Total Attachments: 6 source=Plastiq - Trademark Security Agreement Executed#page1.tif source=Plastiq - Trademark Security Agreement Executed#page2.tif source=Plastiq - Trademark Security Agreement Executed#page3.tif source=Plastiq - Trademark Security Agreement Executed#page4.tif source=Plastiq - Trademark Security Agreement Executed#page5.tif source=Plastiq - Trademark Security Agreement Executed#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of November, 2022, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and BLUE TORCH FINANCE LLC, a Delaware limited liability company ("Blue Torch"), in its capacity as collateral agent for each member of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of November 14, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Financing Agreement") by and among PlastiQ Inc., a Delaware corporation (the "Administrative Borrower"), together with each Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each subsidiary of the Administrative Borrower listed as a "Guarantor" on the signature pages thereto (together each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors" and together with the Borrowers, each a "Company" and collectively, the "Companies"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch, as administrative agent and the Collateral Agent, the Secured Parties have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Financing Agreement, the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of Secured Parties, that certain Security Agreement, dated as of November 14, 2022 (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Financing Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit each member of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks , including those referred to on Schedule I, and Trademark Intellectual Property Licenses to which it is a party;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything to the contrary in this Agreement, the term "Trademark Collateral" shall not include (and no component term of the definition of Trademark Collateral shall include), (i) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications, or any registration issuing therefrom, under applicable federal law; provided, that upon submission and acceptance by the PTO of an amendment to allege use or a statement of use pursuant to 15 U.S.C. Section 1051 (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral, or (ii) any rights or interest in any Intellectual Property License if the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such Intellectual Property License and such prohibition or restriction has not been waived or the consent of the other party to such Intellectual Property License has not been obtained, provided, that (A) the foregoing exclusions of this clause shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit the Collateral Agent's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such Intellectual Property License and (B) the foregoing exclusions of clauses (i) and (ii) shall in no way be construed to limit, impair or otherwise affect any of the Collateral Agent's or any other member of the Secured Parties' continuing security interests in and liens upon any rights or interests of any Grantor in or to (1) monies due or to become due under or in connection with any described Intellectual Property License, or (2) any proceeds from the sale, license, lease or other dispositions of any such Intellectual Property License).

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the other members of the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT SHALL OTHERWISE BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PLASTIQ INC.

By: *Eliot Buchanan*

Name: Eliot Buchanan

Title: Chief Executive Officer

NEARSIDE BUSINESS CORP.

By: *Eliot Buchanan*

Name: Eliot Buchanan

Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademarks

<u>Grantor</u>	<u>Title</u>	<u>Status</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Plastiq Inc.	PLASTIQ	Pending	USA	97/301,389	Mar-08-2022	N/A	N/A
Plastiq Inc.	PLASTIQ	Pending	USA	97/301,392	Mar-08-2022	N/A	N/A
Plastiq Inc.	PLASTIQ	Pending	USA	97/301,400	Mar-08-2022	N/A	N/A
Plastiq Inc.	PLASTIQ	Registered	USA	85/630,306	May-21-2012	4271905	Jan-08-2013
Nearside Business Corp.	Hatch	Abandoned	USA	88623953	September 19, 2019	N/A	N/A
Nearside Business Corp.	Hatch	Abandoned	USA	88623954	September 19, 2019	N/A	N/A