

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM771449

|   |   |                       |  |
|---|---|-----------------------|--|
| <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>                     |
| Charge CCCV LLC   |   | 12/02/2022            | Limited Liability Company:<br>NEW YORK |
| <b>RECEIVING PARTY DATA</b>   |   |                       |  |
| <b>Name:</b>  | HSBC Bank USA National Association          |                       |  |
| <b>Street Address:</b>  | 452 FIFTH AVENUE                            |                       |  |
| <b>City:</b>  | NEW YORK                                    |                       |  |
| <b>State/Country:</b>   | NEW YORK                                    |                       |  |
| <b>Postal Code:</b>   | 10018                                       |                       |  |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                       |  |
| <b>PROPERTY NUMBERS Total: 6</b>  |   |                       |  |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |  |
| <b>Serial Number:</b>   | 97135587                                    | C4V                   |  |
| <b>Serial Number:</b>   | 97135586                                    | C4V                   |  |
| <b>Serial Number:</b>   | 97135583                                    | C4V                   |  |
| <b>Serial Number:</b>   | 97135585                                    | C4V                   |  |
| <b>Serial Number:</b>   | 97131018                                    | LISER                 |  |
| <b>Serial Number:</b>   | 97131021                                    | LI+SER                |  |
| <b>CORRESPONDENCE DATA</b>  |   |                       |  |
| <b>Fax Number:</b>  | 6175269899                                  |                       |  |
| <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>   | 617.526.9686                                |                       |  |
| <b>Email:</b>   | ypan@proskauer.com                          |                       |  |
| <b>Correspondent Name:</b>  | Kathryn S. Buckley                          |                       |  |
| <b>Address Line 1:</b>  | Proskauer Rose LLP                          |                       |  |
| <b>Address Line 2:</b>  | One International Place                     |                       |  |
| <b>Address Line 4:</b>  | Boston, MASSACHUSETTS 02110-2600            |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 86941.002                                   |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Kathryn S. Buckley                          |                       |  |
| <b>SIGNATURE:</b>   | /Kathryn S. Buckley/                        |                       |  |

CH \$165.00 97135587

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 12/02/2022 |
|---------------------|------------|

**Total Attachments: 5**  
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source=Trademark Security Agreement (Executed)#page4.tif  
source=Trademark Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 2, 2022, is made by Charge CCCV LLC (the “Grantor”) in favor of HSBC Bank USA National Association as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

Recitals

The Collateral Agent, the Grantor and the Lenders from time to time party thereto have entered into a Senior Secured Revolving Credit Agreement, dated as of December 2, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

Pursuant to the Credit Agreement and as a condition to the extension of credit by the Lenders under the Credit Agreement, the Grantor executed and delivered a Guarantee and Collateral Agreement, dated as of December 2, 2022 (the “Collateral Agreement”).

The Grantor owns the trademarks and trademark applications listed on Schedule A attached hereto (the “Trademarks”), which Trademarks have been issued by or are pending applications in the United States Patent and Trademark Office.

This Agreement has been executed in conjunction with the security interest granted under the Collateral Agreement to the Collateral Agent for the ratable benefit of the Secured Parties. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Agreement

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. Unless otherwise indicated, all capitalized terms not defined herein shall have the respective meaning given to them in the Collateral Agreement.

2. The Security Interest. The Grantor hereby pledges, assigns and transfers to the Collateral Agent, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interests and whether now existing or hereafter coming into existence: (1) any and all trademarks and trademark applications, including the Trademarks (except any “intent to use” Trademark applications pending under Section 1(b) of the Trademark Act for which a statement of use or an amendment to allege use has not been filed (but only until such statement or amendment is filed)); (2) all divisionals, continuations, renewals, extensions and continuations-in-part thereof; (3) all income, royalties, damages, claims and payments now or hereafter due or

payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (4) all rights to sue for past, present and future infringements thereof and (5) all rights corresponding to any of the foregoing throughout the world.

3. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

4. Notwithstanding anything to the contrary set forth herein, the priority of the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms and provisions of the Credit Agreement and the Collateral Agreement. In the event of any inconsistency between the provisions of this Agreement and the Credit Agreement or the Collateral Agreement, the provisions of the Credit Agreement and/or the Collateral Agreement shall supersede the provisions of this Agreement.

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IN WITNESS WHEREOF, the Grantor has executed this Agreement by its duly authorized representative as of the date first written above.

GRANTOR

**CHARGE CCCV LLC**




By: \_\_\_\_\_

Name: Shailesh Upreti

Title: CEO


Acknowledged and Agreed:

**HSBC BANK USA NATIONAL  
ASSOCIATION**  
as Collateral Agent

By:   
Name: Nimish Pandey  
Title: Authorized Signatory

Schedule A

Trademarks

| <u>Owner</u>    | <u>Mark</u>   | <u>Serial No.</u> | <u>Date Filed</u> | <u>Registration No.</u> | <u>Date Issued</u> |
|-----------------|---|-------------------|-------------------|-------------------------|--------------------|
| Charge CCCV LLC | C4V   | 97135587          | Nov. 20, 2021     | --                      | --                 |
| Charge CCCV LLC | C4V   | 97135586          | Nov. 20, 2021     | --                      | --                 |
| Charge CCCV LLC | C4V   | 97135583          | Nov. 20, 2021     | --                      | --                 |
| Charge CCCV LLC | C4V   | 97135585          | Nov. 20, 2021     | --                      | --                 |
| Charge CCCV LLC | LISER   | 97131018          | Nov. 18, 2021     | --                      | --                 |
| Charge CCCV LLC | LI+SER (stylized)<br> | 97131021          | Nov. 18, 2021     | --                      | --                 |