

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shoptalk Commerce, LLC		12/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS Trust Corporation Limited, as Security Agent		
Street Address:	1 Level West		
Internal Address:	55 Ludgate Hill		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JW		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6121673	SHOP TALK	
Registration Number:	6121672	SHOPTALK	
Registration Number:	6121671	SHOPTALK	
Registration Number:	5985420	SHOPHOP	
Registration Number:	5986526	HOSTED RETAILERS & BRANDS PROGRAM	
Registration Number:	5792327	SHOPTALK EUROPE	
Registration Number:	6036244	THE RETAIL ZEITGEIST	
Registration Number:	5962257	GROCERYSHOP	
Registration Number:	6260904	GROCERYSHOP	
Registration Number:	6265001	SHOPTALK	
Registration Number:	6708787	FINTECH MEETUP	
Serial Number:	88082944	FUNDING FOUNDERS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		

CH \$315.00 6121673

Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 12/20/2022

Total Attachments: 7

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This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of December 16, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of GLAS Trust Corporation Limited, as Security Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Security Agent**").

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of December 16, 2022 (the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Security Agent pursuant to which the Grantors granted a security interest to the Security Agent in the Patent and Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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

SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (all of the following items or types of property, other than to the extent constituting an Excluded Asset, being herein collectively referred to as the "Patent and Trademark Collateral"):

- (i) each United States and foreign patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States and foreign trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Patent and 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Termination

Upon the expiry of the Security Period and termination of the Security Agreement, the Security Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent and Trademark Collateral under this Agreement.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


IN WITNESS WHEREOF, the undersigned have executed this Agreement as December
16, 2022.

GRANTORS:


Shoptalk Commerce, LLC

By: 
Name: William Gordon Payne
Title: President

Groceryshop, LLC

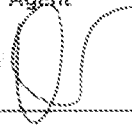
By: 
Name: William Gordon Payne
Title: President

Fintech Meetup, LLC

By: 
Name: William Gordon Payne
Title: Chief Transition and Integration Officer

SECURITY AGENT:

GLAS TRUST CORPORATION LIMITED,
as Security Agent

By: 
Name: Emma Batchelor
Title: Senior Transaction M

Schedule A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

None.

PATENT LICENSES


None.

Schedule B to Patent and Trademark Security Agreement

TRADEMARKS

Registration No.	Country	Registration Date	Mark
015702996	European Union	12/01/2016	SHOPTALK
6121673	United States	8/11/20	SHOP TALK
6121672	United States	8/11/20	SHOPTALK
6121671	United States	8/11/20	SHOPTALK
5985420	United States	2/11/20	SHOPHOP
5986526	United States	2/11/20	HOSTED RETAILERS & BRANDS PROGRAM
5792327	United States	7/2/19	SHOPTALK EUROPE
6036244	United States	4/21/20	THE RETAIL ZEITGEIST
5962257	United States	1/14/2020	GROCERYSHOP
6260904	United States	2/2/2021	GROCERYSHOP
3629486	United Kingdom	11/26/2021	
3511404	United Kingdom	12/4/2020	GROCERYSHOP
6265001	United States	2/9/2021	SHOPTALK
3511603	United Kingdom	10/16/2020	SHOPTALK
915702996	United Kingdom	12/1/2016	SHOPTALK
18272767	European Union	1/14/2021	SHOPTALK
6708787	United States	4/19/2022	FINTECH MEETUP

TRADEMARK APPLICATIONS

Serial No.	Country	Filing Date	Mark
88/082944	United States	08/17/2018	FUNDING FOUNDERS
18456737	European Union	4/20/2021	

TRADEMARK LICENSES

- Master Service Agreement, dated October 7, 2019, by and between Shoptalk Commerce, LLC and Freeman Expositions, LLC.
- Subscription Agreement, effective July 22, 2019, by and between Shoptalk Commerce, LLC and eMarketer, Inc.

- PMC Advertising Rate Card Contract Terms and Conditions, last updated December 14, 2018, incorporated into the PMC Insertion Order Form, dated August 29, 2019, by and between Shoptalk Commerce, LLC and Penske Media Corporation.
- Client Advertising-Marketing Campaigns and Programs Terms and Conditions (Supermarket News), last updated October 31, 2018, by and between Shoptalk Commerce, LLC and Informa Media, Inc.
- Winsight Media Terms and Conditions, effective April 1, 2018, by and between Groceryshop, LLC and Winsight LLC.
- Master Services Agreement, dated February 1, 2021, by and between Fintech Meetup, LLC and Personatech, Inc. (as amended on March 10, 2022).