

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784387

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900739124

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KREOS CAPITAL VI (UK) LIMITED		12/16/2022	Company: ENGLAND AND WALES

RECEIVING PARTY DATA

Name:	ZAPPISTORE LIMITED
Street Address:	Theatre House, 97-99 Camden High Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	NW1 7JN
Entity Type:	Company: ENGLAND AND WALES
Name:	ZI GROUP LIMITED
Street Address:	Theatre House, 97-99 Camden High Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	NW1 7JN
Entity Type:	Company: ENGLAND AND WALES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	6641748	ZAPPI
Registration Number:	6406098	Z
Serial Number:	90752547	ZAPPI RAILS
Serial Number:	90752493	ZAPPI XC
Serial Number:	90752204	DATA FOR CREATORS
Serial Number:	90814736	ZAPPI DATA MODULES
Serial Number:	97150924	ZAPPI DATA FOR CREATORS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212.715.9419
Email: zfields@kramerlevin.com
Correspondent Name: Zachary B. Fields
Address Line 1: 1177 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Zachary B. Fields
SIGNATURE:	/Zachary B. Fields/
DATE SIGNED:	02/03/2023

Total Attachments: 5

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**RELEASE OF INTELLECTUAL PROPERTY COLLATERAL
(Kreos Capital)**

December 16, 2022

WHEREAS, pursuant to (1) that certain Debenture – Junior Loan Agreement dated as of May 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Debenture – Junior Loan Agreement”) among ZI GROUP LIMITED, a company organized under the laws of England and Wales (“ZI Group”), ZAPPSTORE LIMITED, a company organized under the laws of England and Wales (“ZappiStore” and, together with ZI Group, the “Chargors”), and KREOS CAPITAL VI (UK) LIMITED, a company organized under the laws of England and Wales, as security agent thereunder (in such capacity, “Junior Security Agent”), and (2) that certain Debenture – Subordinated Loan Agreement dated as of October 5, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Debenture – Subordinated Loan Agreement” and, together with the Debenture – Junior Loan Agreement, the “Debentures”), among Chargors and KREOS CAPITAL VI (UK) LIMITED, a company organized under the laws of England and Wales, as security agent thereunder (in such capacity, “Subordinated Security Agent” and, together with the Junior Security Agent, the “Security Agents”), Chargors granted a lien upon and security interest in, without limitation, (a) the copyrights listed on Schedule 1 attached hereto (the “Copyright Collateral”), (b) the trademarks listed on Schedule 2 attached hereto (the “Trademark Collateral”) and (c) the patents listed on Schedule 3 attached hereto (the “Patent Collateral” and together with the Copyright Collateral and the Trademark Collateral, collectively, the “Intellectual Property Collateral”); and

WHEREAS, Chargors have requested and the Security Agents have agreed to provide this Release of Intellectual Property Collateral to confirm the release, relinquishment and discharge of their respective liens upon and security interests in the Intellectual Property Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the Administrative Agent hereby agrees as follows:

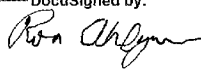
(1) Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Debentures.


(2) Release of Security Interest. Without recourse or representation or warranty, express or implied of any kind, each Security Agent hereby (a) terminates the liens and security interests in the Intellectual Property Collateral created under the Debenture to which each is a party, (b) releases its security interest in the Intellectual Property Collateral, (c) discharges any and all rights, title and interest it has in (including the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing) and the security interest granted to such Security Agent in the Intellectual Property Collateral, and (d) terminates the Debenture to which it is a party provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in the Debentures as surviving that respective agreement’s termination, including without limitation, the Borrowers’ indemnity obligations set forth in the Loan Documents, shall continue to survive notwithstanding this termination.

Each Security Agent hereby authorizes Chargors and their agents, representatives and designees to record this Release of Intellectual Property Collateral with the United States Copyright Office and the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned has caused this Release of Intellectual Property Collateral to be duly executed as of the date first written above.

KREOS CAPITAL VI (UK) LIMITED, as Junior
Security Agent and Subordinated Security Agent

DocuSigned by:

By: _____
Name: Ross Ahlgren
Title: Director


DocuSigned by:

By: _____
Name: Parag Gandesha
Title: Director

Schedule 1


COPYRIGHTS

None

TRADEMARKS

ZappiStore Limited	6641748	USPTO	9 35 38 42	ZAPPI
ZappiStore Limited	6406098	USPTO	9 35 38 42	
ZappiStore Limited	90752547 (pending)	USPTO	9 35 42	ZAPPI RAILS
ZappiStore Limited	90752493 (pending)	USPTO	9 35 42	ZAPPI XC

ZappiStore Limited	90752204 (pending)	USPTO	9 35 42	DATA FOR CREATORS
ZappiStore Limited	90814736 (pending)	USPTO	9 35 42	ZAPPI DATA MODULES
ZappiStore Limited	97150924 (pending)	USPTO	9 35 38 42	ZAPPI DATA FOR CREATORS

ZappiStore Limited	87/834419	United States of America	09, 35, 38, 42	ZAPPI
ZappiStore Limited	88097818	United States of America	9 35 38 42	

Schedule 3

PATENTS

None