

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788593

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900749896

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBERALL GMBH		02/10/2023	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY

RECEIVING PARTY DATA

Name:	KREOS CAPITAL V (UK) LIMITED
Street Address:	25 Old Burlington Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W1S 3AN
Entity Type:	Limited Liability Company: ENGLAND AND WALES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	97330745	COREX
Serial Number:	87243607	UBERRESELLER
Serial Number:	87243360	UBERMARKETINGAI
Serial Number:	87243336	UBERSEO
Serial Number:	87243319	UBERPAGES
Serial Number:	87243283	UBERENGAGE
Serial Number:	87243253	UBERLISTING
Serial Number:	87241219	UBERALL
Serial Number:	87243306	UBERADS

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4:	Washington, D.C. 20036
ATTORNEY DOCKET NUMBER:	1908425
NAME OF SUBMITTER:	Diane Giacomozzi, Paralegal
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	02/22/2023
Total Attachments: 9 source=_CLOSING COPY 10 February 2023_ IPSA - Uberall GMBH (Kreos 2023)(122866128.1)#page1.tif source=_CLOSING COPY 10 February 2023_ IPSA - Uberall GMBH (Kreos 2023)(122866128.1)#page2.tif source=_CLOSING COPY 10 February 2023_ IPSA - Uberall GMBH (Kreos 2023)(122866128.1)#page3.tif source=_CLOSING COPY 10 February 2023_ IPSA - Uberall GMBH (Kreos 2023)(122866128.1)#page4.tif source=_CLOSING COPY 10 February 2023_ IPSA - Uberall GMBH (Kreos 2023)(122866128.1)#page5.tif source=_CLOSING COPY 10 February 2023_ IPSA - Uberall GMBH (Kreos 2023)(122866128.1)#page6.tif source=_CLOSING COPY 10 February 2023_ IPSA - Uberall GMBH (Kreos 2023)(122866128.1)#page7.tif source=_CLOSING COPY 10 February 2023_ IPSA - Uberall GMBH (Kreos 2023)(122866128.1)#page8.tif source=_CLOSING COPY 10 February 2023_ IPSA - Uberall GMBH (Kreos 2023)(122866128.1)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of 10 February, 2023 by and between (a) **KREOS CAPITAL V (UK) LIMITED**, a limited liability company incorporated under the laws of England & Wales with company number 09728300 and its registered office at 25 Old Burlington Street, London W1S 3AN ("Security Agent") and (b) **UBERALL GMBH**, a German limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of the Federal Republic of Germany, with its corporate seat at Oranienburger Straße 66, 10117 Berlin, Germany, which is registered with the Commercial Register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under registration number HRB 141620 B ("Grantor").

RECITALS

Grantor has executed and delivered that certain Loan Agreement dated as of the date hereof among Grantor, **UBERALL INC.**, a Delaware corporation (the "US Borrower"), **MOMENTFEED UB, INC.**, a Delaware corporation, and **UBERALL USA, LLC**, a Delaware limited liability company, each with its principal place of business located at 600 California Street, San Francisco, California 94108, **UBERALL B.V.**, a Dutch entity, organized under the laws of the Netherlands with its seat in Amsterdam and corporate address at Weteringschans 109, 1017SB Amsterdam, Netherlands, which is registered with the Dutch trade register under number 34289018 (the "Dutch Borrower"), **SWEETIQ ANALYTICS INC./ANALYTIQUES SWEETIQ INC.**, a corporation duly constituted and subsisting under the Business Corporations Act (Québec), having its registered office at 1100 des Canadiens-de-Montréal Avenue, Suite 150, Montreal, Québec, H3B 2S,2, Security Agent (in its capacity as security agent and agent), and **KREOS CAPITAL VII SCSP**, a société en commandite spéciale of 1, Boulevard de la Foire L - 1528 Luxembourg (in its capacity as lender) (as amended, modified, supplemented, and/or restated from time to time, the "Loan Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Loan Agreement. Finance Parties have agreed to make certain advances of money and to extend certain financial accommodations to Grantor, US Borrower and Dutch Borrower (jointly and severally, individually and collectively, "Obligor") (the "Loans") in the amounts and manner set forth in the Loan Agreement. Finance Parties are willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Security Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Obligor to Finance Parties.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of all obligations of Obligor to Finance Parties, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligations of Obligor to Finance Parties, Grantor grants and pledges to Security Agent (for the ratable benefit of the Finance Parties) a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Security Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Security Agreement, each of which are hereby incorporated by reference. The provisions of the Loan Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Finance Parties with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature" and words of like import in this Agreement shall be deemed to include electronic

signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

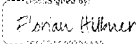
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

UBERALL GMBH

By: 
Name: Florian Hübner
Title: Managing Director

SECURITY AGENT:

KREOS CAPITAL V (UK) LIMITED

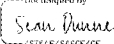
By: 
Name: Sean Dunne
Title: director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description


Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status
COREX	97330745	Mar-25-2022			Uberall GmbH	Pending
UBERRESELLER	87243607	Nov-21-2016			Uberall GmbH	Abandoned
UBERMARKETINGAI	87243360	Nov-21-2016			Uberall GmbH	Abandoned
UBERSEO	87243336	Nov-21-2016			Uberall GmbH	Abandoned
UBERPAGES	87243319	Nov-21-2016			Uberall GmbH	Abandoned
UBERENGAGE	87243283	Nov-21-2016			Uberall GmbH	Abandoned
UBERLISTING	87243253	Nov-21-2016			Uberall GmbH	Abandoned
 uberall	87241219	Nov-18-2016			Uberall GmbH	Abandoned
UBERADS	87243306	Nov-21-2016			Uberall GmbH	Abandoned
UBERALL COREX	79354390	Aug-09-2022			Uberall GmbH	Pending
'NEAR ME' BRAND EXPERIENCE	79289562	May-06-2020			Uberall GmbH	Abandoned
THE AGE OF NEAR ME	79289508	May-06-2020			Uberall GmbH	Abandoned
'NEAR ME' 360	79311615	Dec-22-2020			Uberall GmbH	Abandoned

'NEAR ME' EXPERIENCE	79306388	Nov-03- 2020			Uberall GmbH	Abandoned
'NEAR ME' CUSTOMER JOURNEY	79299890	Nov-03- 2020			Uberall GmbH	Abandoned
'NEAR ME' SEARCH EXPERIENCE	79299885	Nov-03- 2020			Uberall GmbH	Abandoned
'NEAR ME' CHAMPIONS	79304828	Dec-22- 2020			Uberall GmbH	Abandoned
'NEAR ME' CUSTOMER EXPERIENCE	79299881	Nov-03- 2020			Uberall GmbH	Abandoned
'NEAR ME' MARKETING	79299701	Nov-03- 2020			Uberall GmbH	Abandoned

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.