

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM789505

<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>
ZAPPISTORE LIMITED		02/22/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hercules Capital, Inc.		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97150924	ZAPPI DATA FOR CREATORS	
<b>Serial Number:</b>	90814736	ZAPPI DATA MODULES	
<b>Serial Number:</b>	90752204	DATA FOR CREATORS	
<b>Serial Number:</b>	90752493	ZAPPI XC	
<b>Serial Number:</b>	90752547	ZAPPI RAILS	
<b>Serial Number:</b>	88097818	Z	
<b>Serial Number:</b>	87834419	ZAPPI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	KLtrademark@kramerlevin.com		
<b>Correspondent Name:</b>	Zachary B. Fields		
<b>Address Line 1:</b>	1177 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	071016-00063		
<b>NAME OF SUBMITTER:</b>	Zachary B. Fields		
<b>SIGNATURE:</b>	/Zachary B. Fields/		
<b>DATE SIGNED:</b>	02/24/2023		

CH \$190.00 97150924

**Total Attachments: 9**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of February 22, 2023 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of Hercules Capital, Inc., as the Agent for the Secured Parties (together with its successors and permitted assigns, the “**Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of February 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment (howsoever created arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due) or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, the Grantors hereby grant to the Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantors’ right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Property as provided in the Security Agreement, including any United States “intent-to-use” trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

Section 3. Recordation. The Grantors authorize and request that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that

the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

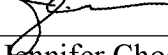
**GRANTORS:**

**ZAPPISTORE LIMITED**, an English limited liability company

By: Stephen Phillips  
Name: Stephen Phillips  
Title: Director


**AGENT:**



**HERCULES CAPITAL, INC.,**  
as Agent

By:   
Name: Jennifer Choe  
Title: Associate General Counsel




SCHEDULE A

U.S. & International Trademarks:

#	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Class	Owner Name	Status
1.	<b>ZAPPI DATA FOR CREATORS</b>	United States	97150924	12/1/2021			9 35 38 42	ZappiStore Limited (United Kingdom)	Pending
2.	<b>ZAPPI DATA MODULES</b>	United States	90814736	7/7/2021			9 35 42	ZappiStore Limited (United Kingdom)	Pending
3.	<b>DATA FOR CREATORS</b>	United States	90752204	6/3/2021			9 35 42	ZappiStore Limited (United Kingdom)	Pending
4.	<b>ZAPPI XC</b>	United States	90752493	6/3/2021			9 35 42	ZappiStore Limited (United Kingdom)	Pending
5.	<b>ZAPPI RAILS</b>	United States	90752547	6/3/2021			9 35 42	ZappiStore Limited (United Kingdom)	Pending
6.	<b>Z &amp; Design</b>	United States	88097818	8/29/2018	6406098	7/6/2021	9 35 38 42	ZappiStore Limited (United Kingdom)	Registered
									
7.	<b>ZAPPI</b>	United States	87834419	3/14/2018	6641748	2/15/2022	9 35 38 42	ZappiStore Limited (United Kingdom)	Registered

#	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Class	Owner Name	Status
8.	<b>ZAPPI</b>	United Kingdom	3705351	9/30/2021	3705351	4/22/2022	9 35 38 42	ZappiStore Limited (United Kingdom)	Registered
9.	<b>ZAPPI DATA MODULES</b>	United Kingdom	3664530	7/5/2021	3664530	12/24/2021	9 35 42	ZappiStore Limited (United Kingdom)	Registered
10.	<b>ZAPPI DATA FOR CREATORS</b>	United Kingdom	3649641	6/1/2021	3649641	12/3/2021	9 35 38 42	ZappiStore Limited (United Kingdom)	Registered
11.	<b>ZAPPI XC</b>	United Kingdom	3649645	6/1/2021	3649645	12/3/2021	9 35 42	ZappiStore Limited (United Kingdom)	Registered
12.	<b>ZAPPI RAILS</b>	United Kingdom	3649836	6/1/2021	3649836	12/3/2021	9 35 42	ZappiStore Limited (United Kingdom)	Registered
13.	<b>ZAPPI ZAPPI &amp; Design</b> 	United Kingdom	3586544	1/28/2021	3586544	8/6/2021	9 35 38 42	ZappiStore Limited (United Kingdom)	Registered
14.	<b>ZAPPI ZAPPI &amp; Design</b> 	United Kingdom	3586563	1/28/2021	3586563	8/6/2021	9 35 38 42	ZappiStore Limited (United Kingdom)	Registered



#	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Class	Owner Name	Status
15.	 Z & Design	United Kingdom	UK009 17868348	3/2/2018	UK009 17868348	9/14/2018	9 35 38 42	ZappiStore Limited (United Kingdom)	Registered
16.	<b>ZAPPI</b>	United Kingdom	3293788	3/1/2018	3293788	9/7/2018	9 35 38 42	ZappiStore Limited (United Kingdom)	Registered
17.	 Z & Design	United Kingdom	3293790	3/1/2018	3293790	8/3/2018	9 35 38 42	ZappiStore Limited (United Kingdom)	Registered
18.	<b>ZAPPISTORE</b>	United Kingdom	2627192	7/5/2012	2627192	10/19/2012	35	ZappiStore Limited (United Kingdom)	Registered
19.	<b>Z &amp; Design</b> 	European Union	17868348	3/2/2018	17868348	9/14/2018	9 35 38 42	ZappiStore Limited (United Kingdom)	Registered
20.	<b>ZAPPI</b>	European Union	17868343	3/2/2018	17868343	8/6/2021	9 35 38 42	ZappiStore Limited (United Kingdom)	Registered

U.S. & International Patents: None.

U.S. Registered Copyrights: None.

Domain Names:

	Domain Name	Creation Date	Expiration Date	Registrant Name / Organization	Registrar
1.	insight-out.com	4/6/2007	4/6/2023	Private Registration / Whois Privacy Service	Amazon Registrar, Inc.
2.	insightsalliance.org	7/2/2018	7/2/2023	Private Registration / Whois Privacy Service	Amazon Registrar, Inc.
3.	intellecion.io	3/27/2014	3/27/2023	ZappiStore Ltd	Gandi SAS
4.	intellecionsoftware.com	3/15/2010	3/15/2023	Private Registration / Whois Privacy Service	Amazon Registrar, Inc.
5.	myzappi.com	2/24/2016	2/24/2023	Private Registration / Whois Privacy Service	Amazon Registrar, Inc.
6.	zappi.ai	5/9/2018	Not Available	Brendon McLean / ZappiStore	Namecheap
7.	zappi.co	4/18/2018	4/18/2023	ZappiStore Limited	Key-Systems GmbH
8.	zappi.com	8/31/1997	8/30/2023	Private Registration / Whois Privacy Service	Amazon Registrar, Inc.
9.	zappi.dev	2/28/2019	2/28/2023	Private Registration / Domain Protection Services, Inc.	Name.com, Inc.
10.	zappi.family	4/18/2018	4/18/2023	ZappiStore Limited	Key-Systems GmbH
11.	zappi.io	4/18/2018	4/18/2023	ZappiStore Limited	Key-Systems GmbH
12.	zappi.it	1/25/2013	7/27/2023	ZI Group Ltd	Gandi SAS
13.	zappi.live	10/20/2016	10/20/2023	ZappiStore Ltd	Gandi SAS
14.	zappi.network	8/6/2019	8/6/2023	ZappiStore Ltd	Gandi SAS
15.	zappi.online	2/24/2016	2/24/2023	ZappiStore Ltd	Gandi SAS
16.	zappi.pro	2/29/2016	2/28/2023	ZappiStore Ltd	Gandi SAS
17.	zappi.store	1/1/2022	1/1/2023	CharTelLee	Xiamen ChinaSource Internet Service Co., Ltd.
18.	zappi.tech	8/2/2017	8/2/2023	Private Registration / Domain Protection Services, Inc.	Name.com, Inc.
19.	zappi.us	4/18/2018	4/18/2023	ZappiStore Limited	Key-Systems GmbH
20.	zappi.works	8/8/2016	8/8/2023	ZappiStore Ltd	Gandi SAS
21.	zappi.zone	2/29/2016	2/28/2023	ZappiStore Ltd	Gandi SAS
22.	zappicertified.com	6/23/2021	6/23/2023	Private Registration / Whois Privacy Service	Amazon Registrar, Inc.
23.	zappiconsulting.com	6/23/2021	6/23/2023	Private Registration / Whois Privacy Service	Amazon Registrar, Inc.

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	Domain Name	Creation Date	Expiration Date	Registrant Name / Organization	Registrar
24.	zapplexperts.com	6/23/2021	6/23/2023	Private Registration / Whois Privacy Service	Amazon Registrar, Inc.
25.	zappipro.com	9/26/2016	9/26/2023	Private Registration / Whois Privacy Service	Amazon Registrar, Inc.
26.	zappiresearch.com	10/4/2019	10/4/2023	Private Registration	IP Twins SAS
27.	zappistore.co.uk	6/6/2012	6/6/2023	Not Available	Gandi
28.	zappistore.com	11/18/2011	11/18/2023	Private Registration / Whois Privacy Service	Amazon Registrar, Inc.
29.	zappi-tester.com	2/19/2020	2/19/2023	Private Registration / Whois Privacy Service	Amazon Registrar, Inc.
30.	zappi-training.com	4/9/2020	4/9/2023	Private Registration / Whois Privacy Service	Amazon Registrar, Inc.
31.	zappi-training.org	4/9/2020	4/9/2023	Private Registration / Whois Privacy Service	Amazon Registrar, Inc.
32.	zigroup.co	2/25/2016	2/24/2023	ZappiStore Ltd	CCI REG S.A.
33.	zigroup.co.uk	2/25/2016	2/25/2023	Not Available	Gandi
34.	z-zappi.com	4/18/2018	4/18/2023	Private Registration	IP Twins SAS

TRADEMARK

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RECORDED: 02/24/2023