

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM801791

<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>
AXESA SERVICIOS DE INFORMACION, S. EN C.		04/04/2023	Corporation: PUERTO RICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANCO POPULAR DE PUERTO RICO		
<b>Street Address:</b>	208 Ponce de Leon Avenue		
<b>Internal Address:</b>	Popular Center, 6th Floor		
<b>City:</b>	San Juan		
<b>State/Country:</b>	PUERTO RICO		
<b>Postal Code:</b>	00918		
<b>Entity Type:</b>	Banking Corporation: PUERTO RICO		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5364506	PLACES TO GO	
<b>Registration Number:</b>	5374334	PLACES TO GO PUERTO RICO	
<b>Registration Number:</b>	5620060	AXESA SERVICIOS DE INFORMACIÓN	
<b>Registration Number:</b>	5527596	LA REVISTA DE QUIEN SABE COMPRAR SHOPPER	
<b>Registration Number:</b>	5511074	INFOVOZ	
<b>Registration Number:</b>	5494130	THE BUSINESS REGISTER	
<b>Registration Number:</b>	5488429	SHOPPERS MAGAZINE	
<b>Registration Number:</b>	5374393	AXESA MEDIA NETWORK	
<b>Registration Number:</b>	5374386	LAS PÁGINAS FÁCILES DE LA SALUD	
<b>Registration Number:</b>	2795103	AXESA	
<b>Registration Number:</b>	5630427	GUÍA DE LA SALUD	
<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>Phone:</b>	7872741212		
<b>Email:</b>	sfraguada@pmalaw.com		
<b>Correspondent Name:</b>	Sofia Fraguada		

OP \$290.00 5364506

**Address Line 1:** Popular Center 19th Floor  
**Address Line 2:** 208 Ponce de Leon Avenue  
**Address Line 4:** San Juan, PUERTO RICO 00918

**NAME OF SUBMITTER:** Sofia Fraguada

**SIGNATURE:** /Sofia Fraguada/

**DATE SIGNED:** 04/10/2023

**Total Attachments: 3**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2023 (this "Agreement"), by AXESA SERVICIOS DE INFORMACIÓN, S. EN C., a mercantile partnership organized and existing under the laws of the Commonwealth of Puerto Rico (the "Grantor"), in favor of BANCO POPULAR DE PUERTO RICO, as lender (the "Lender").

**WITNESSETH:**

WHEREAS, the Grantor is party to a Security Agreement, Pledge and Assignment dated April 4, 2023 (the "Security Agreement") in favor of the Lender, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to make the Advances under the Credit Agreement, the Grantor hereby agrees with the Lender 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 in Trademarks. As collateral security for the Secured Obligations and subject to Permitted Liens, the Grantor hereby pledges and grants to the Lender a Lien on, and security interest in and to, all of its right, title and interest in, to and under all the following Collateral:

- (a) the Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the 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 unless the Lender shall otherwise reasonably determine.

SECTION 4. Continuing Lien. This Agreement creates a continuing Lien and security interest in the Collateral described herein and shall (a) remain in full force and effect until the date on which the Lender has received indefeasible payment in full in cash of the Secured Obligations, (b) be binding upon the Grantor, its successors and assigns, and (c) inure, together with the rights and remedies of the Lender hereunder, to the benefit of the Lender and its permitted successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), to the extent

permitted under the Credit Agreement, the Lender may assign or otherwise transfer any Note held by it to any Eligible Assignee, and such Eligible Assignee shall thereupon become vested with all of the benefits in respect thereof granted to such Eligible Assignee herein or otherwise.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Agreement may be executed and delivered by portable document format (.pdf) or other electronic transmission, all with the same force and effect as if the same was a fully executed and delivered original manual counterpart. Delivery of an executed signature page of this Agreement by .pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of such signature page.

**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**AXESA SERVICIOS DE INFORMACIÓN, S.  
EN C.**

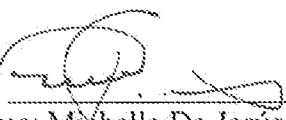
represented by its Managing Partner:

**Axesa Servicios de Información Inc.**


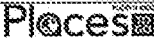

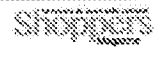

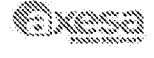
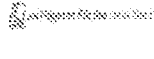
By:   
Name: Ralph Diep  
Title: Chief Financial Officer

**Accepted and Agreed:**

**BANCO POPULAR DE PUERTO RICO,**

By:   
Name: Michelle De Jesús  
Title: Assistant Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

Owner	Jurisdiction	Registration Number	Registration Date	Expiration Date	Trademark
Axesa	Puerto Rico	206984	July 21, 2014	July 22, 2024	
Axesa	United States of America	5364506	December 26, 2017	December 31, 2027	PLACES TO GO
Axesa	United States of America	5374334	January 9, 2018	January 9, 2028	
Axesa	United States of America	5620060	December 4, 2018	December 4, 2028	
Axesa	United States of America	5527596	July 31, 2018	July 31, 2028	
Axesa	United States of America	5511074	July 17, 2018	July 16, 2028	INFOVOZ
Axesa	United States of America	5494130	June 12, 2018	June 12, 2028	
Axesa	United States of America	5488429	June 5, 2018	June 5, 2028	SHOPPERS MAGAZINE
Axesa	United States of America	5374393	January 9, 2018	January 9, 2028	
Axesa	United States of America	5374386	January 9, 2018	January 9, 2028	
Axesa	United States of America	2795103	December 16, 2003	December 16, 2023	AXESA
Axesa	United States of America	5630427	December 18, 2018	December 18, 2028	