

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Near Intelligence LLC		04/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC, as Collateral Agent		
Street Address:	150 E. 58th Street		
Internal Address:	39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4519285	UBERADS	
Registration Number:	4577078	UBERMEDIA	
Registration Number:	4392702	UBERMEDIA	
Registration Number:	4388513	UBERSOCIAL	
Registration Number:	5064500	UBERADS	
Registration Number:	3829463	ECHOFOFON	
Registration Number:	5677547	ALLSPARK	
Registration Number:	5135370	NEAR	
Registration Number:	5430931	ADNEAR	
Registration Number:	5847965	CARBON	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		

CH \$265.00 4519285

Address Line 4:	New York, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	067741-0014
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	04/12/2023
Total Attachments: 5 source=Near - Trademark Security Agreement Executed(140716941.1)#page1.tif source=Near - Trademark Security Agreement Executed(140716941.1)#page2.tif source=Near - Trademark Security Agreement Executed(140716941.1)#page3.tif source=Near - Trademark Security Agreement Executed(140716941.1)#page4.tif source=Near - Trademark Security Agreement Executed(140716941.1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 12, 2023 (this “Agreement”), is made by the signatory hereto indicated as a Grantor (the “Grantor”) in favor of BLUE TORCH FINANCE LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “Collateral Agent”).

WHEREAS, pursuant to that certain Financing Agreement, dated as of November 4, 2022 (as amended by that certain Consent and Amendment No. 1 to Financing Agreement, dated as of December 27, 2022, as amended by that certain Consent and Amendment No. 2 to Financing Agreement, dated as of March 23, 2023 and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), by and among Near Intelligence LLC, a Delaware limited liability company (f/k/a Paas Merger Sub 2 LLC, and as successor in interest to Near Intelligence Holdings Inc., a Delaware corporation, the “Borrower”), the Lenders from time to time party thereto, the Collateral Agent and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of November 4, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), among the Loan Parties party thereto, the Collateral Agent and the other parties from time to time party thereto, pursuant to which the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to Section 4.10(d) of the Pledge and Security Agreement, the Grantor agreed to execute this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

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

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Financing Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security.

The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as

collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of like nature, whether registered or unregistered, and, with respect to any and all of the foregoing, (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed on Schedule A, (ii) all extensions and renewals thereof and (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing; and

(b) (i) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing, (ii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (iii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Notwithstanding anything to the contrary in this Agreement, the term “Trademark Collateral” shall not include (and no component term of the definition of Trademark Collateral shall include), Excluded Property.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

Section 12.09 (*Governing Law*) of the Financing Agreement is hereby incorporated by reference, *mutatis mutandis*.

SECTION 5. Counterparts

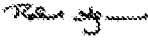
Section 12.04 (*Counterparts*) of the Financing Agreement is hereby incorporated by reference, *mutatis mutandis*.

[Remainder of page intentionally left blank]

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.

NEAR INTELLIGENCE LLC,

as Grantor

By: 

Name: Rahul Agarwal
Title: CFO

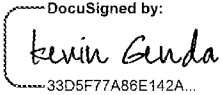
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008040 FRAME: 0095

Accepted and Agreed:

BLUE TORCH FINANCE LLC,
as Collateral Agent

By: Blue Torch Capital LP, its managing member

By: 
33D5F77A86E142A...
Name: Kevin Genda
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

US TRADEMARK REGISTRATIONS AND APPLICATIONS

Company	Country	Trademark	Registration No.	Registration Date
Near Intelligence LLC	US	UBERADS	4,519,285	04/22/2014
Near Intelligence LLC	US	UBERMEDIA	4,577,078	07/29/2014
Near Intelligence LLC	US	UBERMEDIA	4,392,702	08/27/2013
Near Intelligence LLC	US	UBERSOCIAL	4,388,513	08/20/2013
Near Intelligence LLC	US	UBERADS	5,064,500	10/18/2016
Near Intelligence LLC	US	ECHOFON	3,829,463	08/03/2010
Near Intelligence LLC	US	ALLSPARK	5,677,547	02/19/2019
Near Intelligence LLC	US	NEAR	5,135,370	02/07/2017
Near Intelligence LLC	US	ADNEAR	5,430,931	03/27/2018
Near Intelligence LLC	US	CARBON	5,847,965	09/03/2019