

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evolution Markets, Inc.		05/26/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS Trust Company, LLC		
Street Address:	230 Park Ave Rm 1000		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10169		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4787753	EVOLUTION MARKETS	
Registration Number:	3473446	EVOFINANCE	
Registration Number:	3574823		
Registration Number:	3844633	EVOSCREEN	
Registration Number:	4073210	EVOAUCTION	
Registration Number:	4232596	SAVING THE PLANET ONE TRADE AT A TIME	
Registration Number:	6778016	EVOMOBILE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622200		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	11012-1637		
NAME OF SUBMITTER:	NOREEN GOSSELIN		
SIGNATURE:	/NOREEN GOSSELIN/		

CH \$190.00 4787753

DATE SIGNED:

05/31/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2023 is made by Evolution Markets, Inc. (“Grantor”) in favor of GLAS Trust Company, LLC, as administrative agent (solely in such capacity, “Administrative Agent”), for its benefit and the benefit of each Secured Party (as defined in the Security Agreement (as defined below)).

WITNESSETH:

WHEREAS, the Administrative Agent and certain initial signatories thereto and each other Person (as defined in the Security Agreement) who from time to time thereafter became a party thereto pursuant to Section 6.16 thereof entered into that certain Security Agreement dated as of July 29, 2022 (such agreement, together with all amendments and restatements and joinders, the “Security Agreement”);

WHEREAS, pursuant to the provisions of Section 6.16 of the Security Agreement, Grantor is becoming a Debtor (as defined in the Security Agreement) under the Security Agreement, and Grantor desires to become a Debtor under the Security Agreement in order to induce Secured Parties to continue to make and maintain financial accommodations under the Loan Documents (as defined in the Security Agreement);

WHEREAS, in connection with the foregoing, Grantor has agreed, pursuant to the Security Agreement, to grant to the Administrative Agent (for the benefit of itself and each Secured Party) a security interest in, and lien on, all of the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those listed on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of each such Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall, at the expense of Grantor, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5. Counterparts. This Trademark Security 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 of this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 6. Governing Law; Jurisdiction; Etc. Section 6.5, Section 6.6, and Section 6.7 of the Security Agreement shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Evolution Markets Inc., as Grantor

DocuSigned by:
By: Evan A. Ard
Name: Evan Ard
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:


GLAS Trust Company LLC,
as Administrative Agent



By: 
Name: Katie Fischer
Title: Vice President



[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

<u>Owner</u>	<u>Mark</u>	<u>Registration Number(s)</u>	<u>Application Number(s)</u>	<u>Jurisdiction</u>
Evolution Markets Inc.	Evolution Markets	TMA761,222	1375946	Canada
Evolution Markets Inc.	Evofinance	TMA770,342	1378539	Canada
Evolution Markets Inc.		TMA796,908	1400553	Canada
Evolution Markets Inc.	The Green Screen	TMA796,909	1400555	Canada
Evolution Markets Inc.	Evoscreen	TMA818,193	1490456	Canada
Evolution Markets Inc.	Evoauction	TMA861,855	1538834	Canada
Evolution Markets Inc.	Saving The Planet One Trade At A Time	TMA904,232	1557895	Canada
Evolution Markets Inc.	Evolution Markets	8602228	8602228	China
Evolution Markets Inc.	Evoscreen	8527221	8527221	China
Evolution Markets Inc.	Evolution Markets	006511703	006511703	EU

<u>Owner</u>	<u>Mark</u>	<u>Registration Number(s)</u>	<u>Application Number(s)</u>	<u>Jurisdiction</u>
Evolution Markets Inc.		007006901	007006901	EU
Evolution Markets Inc.	Evoauction	010179513	010179513	EU
Evolution Markets Inc.	Saving The Planet One Trade At A Time	010516672	010516672	EU
Evolution Markets Inc.	Evomobile	N/A	018489071	EU
Evolution Markets Inc.	Evolution Markets	301012490	301012490	Hong Kong
Evolution Markets Inc.	Evofinance	301023551	301023551	Hong Kong
Evolution Markets Inc.		301144782	301144782	Hong Kong
Evolution Markets Inc.	Evoscreen	301670094	301670094	Hong Kong
Evolution Markets Inc.	Evoauction	301996525	301996525	Hong Kong
Evolution Markets Inc.	Evoauction	5480845	2011-056015	Japan
Evolution Markets Inc.	Saving The Planet One Trade At A Time	5510050	2011-092966	Japan
Evolution Markets Inc.	Evolution Markets	UK00906511703	N/A (based on EU Registration)	UK

<u>Owner</u>	<u>Mark</u>	<u>Registration Number(s)</u>	<u>Application Number(s)</u>	<u>Jurisdiction</u>
Evolution Markets Inc.		UK00907006901	N/A (based on EU Registration)	UK
Evolution Markets Inc.	Evoauction	UK00910179513	N/A (based on EU Registration)	UK
Evolution Markets Inc.	Saving The Planet One Trade At A Time	UK00910516672	N/A (based on EU Registration)	UK
Evolution Markets Inc.	Evofinance	UK00003206344	UK00003206344	UK
Evolution Markets Inc.	Evomobile	UK00003653166	UK00003653166	UK
Evolution Markets Inc.	Evolution Markets	4,787,753	77/208,599	US
Evolution Markets Inc.	Evofinance	3,473,446	77/228,258	US
Evolution Markets Inc.		3,574,823	77/356,901	US
Evolution Markets Inc.	Evoscreen	3,844,633	77/925,141	US
Evolution Markets Inc.	Evoauction	4,073,210	85/238,048	US
Evolution Markets Inc.	Saving The Planet One Trade At A Time	4,232,596	85/437,910	US
Evolution Markets Inc.	Evomobile	6,778,016	90/677,608	US

<u>Owner</u>	<u>Mark</u>	<u>Registration Number(s)</u>	<u>Application Number(s)</u>	<u>Jurisdiction</u>
Evolution Markets Inc.	eCos	Unregistered	Unregistered	US