

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of a Security Interest -- Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yondr Group Holdings B.V.		06/28/2023	Besloten Vennootschap (B.V.): NETHERLANDS
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6823425	YONDR	
Registration Number:	7082876	YONDR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	4460666-0049-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	06/30/2023		
Total Attachments: 5			
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 28, 2023, by Yondr Group Holdings B.V. ("Grantor"), in favor of Wilmington Trust, National Association, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, if any, "Grantee").

W I T N E S S E T H:

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Guarantee and Collateral Agreement, dated June 9, 2023 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Guarantee and Collateral Agreement"), in favor of Grantee;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement), a continuing security interest in all right, title and interest of the Grantor in and to certain collateral, including, among other property, the Trademarks (as defined in the Guarantee and Collateral Agreement), together with, among other things, the goodwill of the business symbolized by the Trademarks, including all applications and registrations thereof, and all Proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, but excluding any Excluded Assets, the "Trademark Collateral"), as collateral security for the payment, performance and observance of all of the Secured Obligations (as defined in the Guarantee and Collateral Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, transfer and collaterally assign to the Grantee (and its agents and designees) and grant to the Grantee (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule A attached hereto, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Grantor's Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

This Trademark Security Agreement shall be governed by, and construed in accordance


with, the laws of the State of New York.

This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words "execution," "execute," "signed," "signature," and words of like import in or related to this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Grantee, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Grantee is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Grantee pursuant to procedures approved by it.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer (or any equivalent) thereunto duly authorized as of the date first set forth above.

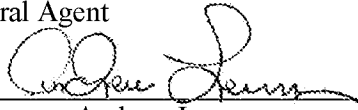
YONDR GROUP HOLDINGS BV

By: 
Name: Paul Hood
Title: Director

ACKNOWLEDGED AND AGREED:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By:

A handwritten signature in black ink, appearing to read "Andrew Lennon", written over a horizontal line.

Name: Andrew Lennon
Title: Assistant Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

United States Trademark Registrations and Applications

Trademark	Registration No.	Serial No.	Owner
YONDR	6,823,425	88657285	Yondr Group Holdings B.V.
YONDR	7082876	90345903	Yondr Group Holdings B.V.