

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COVER GENIUS ASSETS PTY LTD		08/10/2023	Proprietary Limited Company: AUSTRALIA
COVER GENIUS INC.		08/10/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC VENTURES USA INC.		
Street Address:	2929 Walden Ave.		
Internal Address:	c/o CRE Servicing		
City:	Depew		
State/Country:	NEW YORK		
Postal Code:	14043		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6301175	SHAKE SHIELD	
Registration Number:	6943896	XCOVER	
Registration Number:	5014899	RENTALCOVER.COM	
Serial Number:	88643048	COVER GENIUS	
Serial Number:	88643103	XCOVER	
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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	23730214		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		

CH \$140.00 6301175

DATE SIGNED:	08/11/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 10, 2023 (this “Trademark Security Agreement”), is made by **COVER GENIUS ASSETS PTY LTD**, an Australian proprietary company limited by shares (“CG Assets”), **COVER GENIUS INC.**, a Delaware corporation (“Cover Genius” and together with CG Assets, each a “Grantor”, and collectively, the “Grantors”), in favor of **HSBC VENTURES USA INC.** (the “Bank”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, dated as of August 10, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Grantors, other Loan Parties party thereto and the Bank, the Bank has agreed to make extensions of credit to the Loan Parties upon the terms and subject to the conditions set forth therein;

WHEREAS, CG Assets has entered into that certain Australian General Security Deed dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Deed”), by and among the Grantor, the other Grantors (as defined therein) party thereto, and Bank;

WHEREAS, Cover Genius has entered into that certain Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the other Debtors (as defined therein) party thereto, and Bank; and

WHEREAS, under the terms of the Security Deed and Security Agreement, the Grantors have granted to the Bank a security interest in, among other property, certain intellectual property of such Grantor, and each respective Grantor has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement, Security Deed or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Bank, and grants to the Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of each Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark licenses included in the Collateral, including, without limitation, those referred to 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 income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Deed and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Deed and Security Agreement, as applicable, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Deed and Security Agreement, as applicable, and the terms and provisions of each are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Security Deed and Security Agreement, as applicable, and this Trademark Security Agreement, the applicable terms and provisions of the Security Deed and Security Agreement, as applicable, shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or commercially reasonable actions in connection with their Trademarks and Trademark licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when so executed and delivered, is an original, and all taken together, constitute one agreement.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) arising out of or relating to this Trademark Security Agreement and the transactions contemplated by this Trademark Security Agreement shall be governed by, and construed and determined in accordance with the laws of the State of New York, without regard to conflicts of law principles except Title 14 of Article 5 of the New York General Obligations law.

Section 7. Continuing Agreement. This Trademark Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until Payment in Full of all Obligations.

[SIGNATURE PAGE FOLLOWS]

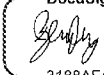
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COVER GENIUS, INC.


DocuSigned by:
Angus James Ridley McDonald
By _____
Name: Angus James Ridley McDonald
Title: Director

Executed as a deed by **COVER GENIUS ASSETS**
PTY LTD ACN 635 365 936, in accordance with s 127)
of the *Corporations Act 2001* (Cth):)

DocuSigned by:

3188AF487E9E40D...
Signature of Director

Christopher Robert Bayley

Print full name

DocuSigned by:

305E9DA45ABB45D...
Signature of Director/Company Secretary

Angus James Ridley McDonald

Print full name

ACKNOWLEDGED AND AGREED
as of the date first above written:

HSBC VENTURES USA INC.

By: Bradley Rein
Name: Bradley Reinier
Title: SVP, HSBC Ventures

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

Owner	Description	Registration No.	Country
Cover Genius, Inc.	SHAKE SHIELD	6301175	USA
Cover Genius Assets Pty Ltd.	XCOVER	6943896	USA
Cover Genius Assets Pty Ltd.	RENTALCOVER.COM	5014899	USA

TRADEMARK APPLICATIONS

Owner	Description	Application No.	Country
Cover Genius Assets Pty Ltd.	COVER GENIUS	88643048	USA
Cover Genius Assets Pty Ltd.	XCOVER	88643103	USA