

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841308

<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>
Trax Technology Solutions Pte. Ltd.		09/22/2023	Private Limited Company: SINGAPORE
Trax Retail, Inc.		09/22/2023	Corporation: DELAWARE
shopkick, Inc.		09/22/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Computershare Trust Company, N.A., as Administrative Agent		
<b>Street Address:</b>	9062 Old Annapolis Road		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21045		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6017742	TRAX	
<b>Registration Number:</b>	6017741	TRAX	
<b>Registration Number:</b>	6017740	TRAX	
<b>Registration Number:</b>	5722430	TRAX	
<b>Registration Number:</b>	5987504	TRAX	
<b>Registration Number:</b>	5727933	TRAX	
<b>Registration Number:</b>	5163129	PERFORMANCE DRIVEN MERCHANDISING	
<b>Registration Number:</b>	5456337	S	
<b>Registration Number:</b>	5269555	SHOPKICK	
<b>Registration Number:</b>	4813514	SHOPBEACON	
<b>Registration Number:</b>	4151498	KICKS	
<b>Registration Number:</b>	3935282	SHOPKICK	
<b>Registration Number:</b>	6274433		
<b>Registration Number:</b>	6274434		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6179799301		

CH \$365.00 6017742

**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.**

**Phone:** 6179799300  
**Email:** christine.slattery@whitecase.com  
**Correspondent Name:** Christine Slattery, Sr. Legal Assistant  
**Address Line 1:** 75 State Street  
**Address Line 2:** White & Case LLP  
**Address Line 4:** Boston, MASSACHUSETTS 02109

<b>ATTORNEY DOCKET NUMBER:</b>	1111779.2810
<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	09/22/2023

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by Trax Technology Solutions Pte. Ltd., a company incorporated in Singapore with company registration number 201023920E, Trax Retail, Inc., a Delaware corporation, and shopkick, Inc., a Delaware corporation (collectively, the “*Grantors*”), in favor of Computershare Trust Company, N.A., as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

**WHEREAS** the Grantors are parties to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”) among the Grantors, Trax Ltd, a Cayman Islands exempted company incorporated with limited liability (“*Trax Cayman*”), Trax Retail Holdings US, Inc., a Delaware corporation (“*Trax Holdings*”), Shopkick Management Company, Inc., a Delaware corporation (“*Shopkick Management*”), BET Information Systems, Inc., a Delaware corporation (“*BET Info*”), TRAX SOLUTIONS RETAIL LTD, a private company limited in shares incorporated under the laws of Israel (“*Trax Israel*”), LT PPZ Holding Company Limited, a company incorporated under the laws of the British Virgin Islands (“*LT PPZ*”), Trax Retail Ltd., a company registered in England and Wales with company number 09468317 (“*Trax UK*” and together with Grantor, Trax Cayman, Trax Holdings, Shopkick Management, BET Info, Trax Israel and LT PPZ, the “*Guarantors*” and each a “*Guarantor*”), Trax Global Holdings LLC, a Delaware limited liability company (“*Trax Global*”), the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

### SECTION 2. GRANT OF SECURITY INTEREST

**SECTION 2.1** Scope of Grant. Each Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by each Grantor or in which each Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (i) all registered trademarks, service marks, trade names, corporate names, company names, trade styles, trade dress, logos, designs, business names, fictitious business names, other

source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, and all extensions or renewals thereof, as well as all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing, and

(iii) all rights corresponding to the foregoing throughout the world; and

(iv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations given by any Person with respect to any of the foregoing.

**SECTION 2.2** Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability or render void or result in the cancellation of, any registration issued as a result of such “intent to use” trademark application under any applicable federal law.

### **SECTION 3. COLLATERAL AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and each Grantor hereby acknowledges and affirms 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 Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement.

### **SECTION 5. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

### **SECTION 6. 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 shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. This Agreement shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature..


#### SECTION 7. ADMINISTRATIVE AGENT

The Administrative Agent shall enjoy all the same rights, protections, immunities and indemnities granted to it under the Credit Agreement as though fully set forth herein. It is understood that any reference to the Administrative Agent taking any action, making any determinations, requests, directions, consents or elections, deeming any action or document reasonable, appropriate, necessary, appropriate or satisfactory, exercising discretion, or exercising any rights or duties under this Agreement shall be pursuant to written direction from the Required Lenders.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**TRAX TECHNOLOGY SOLUTIONS PTE. LTD.,**  
as Grantor

By:   
Name: Dror Feldman  
Title: Director



**TRAX RETAIL, INC.,**  
as Grantor

By: \_\_\_\_\_  
Name: Marcus McCarty  
Title: Chief Legal Officer

**SHOPKICK, INC.,**  
as Grantor

By: \_\_\_\_\_  
Name: Marcus McCarty  
Title: Chief Legal Officer

[Signature Page to Trademark Security Agreement]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**TRAX TECHNOLOGY SOLUTIONS PTE. LTD.,**  
as Grantor

By: \_\_\_\_\_  
Name: Dror Feldheim  
Title: Director

**TRAX RETAIL, INC.,**  
as Grantor

By:  \_\_\_\_\_  
Name: Marcus McCarty  
Title: Chief Legal Officer

**SHOPKICK, INC.,**  
as Grantor

By:  \_\_\_\_\_  
Name: Marcus McCarty  
Title: Chief Legal Officer

[Signature Page to Trademark Security Agreement]

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**TRADEMARK**  
**REEL: 008207 FRAME: 0369**

Acknowledged and Agreed:

**COMPUTERSHARE TRUST COMPANY, N.A.**, as  
Administrative Agent

By:   
Name: Michael Pinzon



Schedule A

**U.S. Trademarks and Trademark Applications**

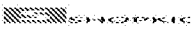


Record Owner	Country	Trademark	Application No	Application Date	Registration Number	Registration Date
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	<b>trax</b>	88585277	20-08-19	6017742	24/3/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	<b>trax</b>	88585272	20-08-19	6017741	24/3/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	<b>trax</b>	88585269	20-08-19	6017740	24/3/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	TRAX	88167085	24-10-18	5722430	09/04/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	TRAX	88167081	24-10-18	5987504	18/2/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	TRAX	88167075	24-10-18	5727933	16/4/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	SHELF PULSE	79240551	29-06-18	5905693	12/11/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	SHELF BLUEPRINT	79240473	29-06-18	5905691	12/11/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	SHELF INTELLIGENCE SUITE	79245271	29-06-18	5847728	03/09/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	<b>Trax</b> image recognition	79208861	10-02-17	5430501	27/3/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	<b>Trax</b>	79211012	10-02-17	5430525	27/3/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	US	TRAX SP HEALTH CHECK	79191532	09-12-15	5352513	12/12/2017
Trax Retail, Inc.	US	PERFORMANCE DRIVEN MERCHANDISING	86948455	22-03-16	5163129	14/3/2017
shopkick, Inc.	US		87243415	21-11-16	5456337	01/05/2018
shopkick, Inc.	US	<b>shopkick</b>	87243315	21-11-16	5269555	22/8/2017
Shopkick, Inc.	US	SHOPBEACON	86118266	13-11-13	4813514	15/9/2015
shopkick, Inc.	US	KICKS	85309353	01-05-11	4151498	29/5/2012
shopkick, Inc.	US	SHOPKICK	77864716	04-11-09	3935282	22/03/2011
shopkick, Inc.	US	No Verbal Elements	87418921	20-04-17	6274433	16/01/2021

Record Owner	Country	Trademark	Application No	Application Date	Registration Number	Registration Date
shopkick, Inc.	US	No Verbal Elements	87418934	20-04-17	6274434	16/02/2021

## Non-U.S. Trademarks and Trademark Applications

Record Owner	Country	Trademark	Application No	Application Date	Registration Number	Registration Date
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG		40201800938W	15-01-18	40201800938W	30/08/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG	SHelf BLUEPRINT	40201800940T	15-01-18	40201800940T	30/08/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG		40201800937Y	15-01-18	40201800937Y	05/09/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG	SHelf PULSE	40201800941R	15-01-18	40201800941R	30/08/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG		40201508383W	19-05-15	40201508383W	09/12/2015
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG		40201507934X	13-05-15	40201507934X	02/02/2017
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG		40201507943R	13-05-15	40201507943R	02/02/2017
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG	<b>trax</b>	40202023850U	10-02-20	40202023850U	04/05/2021
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	SG	TRAX	40201912517V	05-04-19	40201912517V	14/07/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO		1433882	29/06/2018	1433882	29/06/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China		1433882	29/06/2018	1433882	09/05/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union		1433882	29/06/2018	1433882	29/04/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO	SHelf BLUEPRINT	1422186	29/06/2018	1422186	29/06/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China	SHelf BLUEPRINT	1422186	29/06/2018	1422186	25/01/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union	SHelf BLUEPRINT	1422186	29/06/2018	1422186	19/02/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO		1513186	30/07/2019	1513186	30/07/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China		1513186	30/07/2019	1513186	18/06/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union	SHelf PULSE	1422394	30/07/2019	1513186	26/06/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO	SHelf PULSE	1422394	29/06/2018	1422394	29/06/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China	SHelf PULSE	1422394	29/06/2018	1422394	04/04/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union		1422394	29/06/2018	1422394	06/03/2019

Record Owner	Country	Trademark	Application No	Application Date	Registration Number	Registration Date
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO		1308544	09/12/2015	1308544	09/12/2015
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China		1308544	09/12/2015	1308544	01/02/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union		1308544	09/12/2015	1308544	13/07/2017
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO	<b>Trax</b>	1352610	10/02/2017	1352610	10/02/2017
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China	<b>Trax</b>	1352610	10/02/2017	1352610	13/12/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union	<b>Trax</b>	1352610	10/02/2017	1352610	05/12/2017
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO	<b>Trax</b> image recognition	1347488	10/02/2017	1347488	10/02/2017
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China	<b>Trax</b> image recognition	1347488	10/02/2017	1347488	29/11/2018
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union	<b>Trax</b> image recognition	1347488	10/02/2017	1347488	07/11/2017
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO	<b>trax</b>	1560127	10/02/2020	1560127	10/02/2021
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	United Kingdom	<b>trax</b>	1560127	10/02/2020	1560127	20/05/2021
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union	<b>trax</b>	1560127	10/02/2020	1560127	09/04/2021
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China	<b>trax</b>	1560127	10/02/2020	1560127	08/04/2021
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	WIPO	TRAX	1470962	05/04/2019	1470962	15/07/2020
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	China	TRAX	1470962	06/06/2019	1470962	15/08/2019
TRAX TECHNOLOGY SOLUTIONS PTE. LTD.	European Union	TRAX	1470962	05/04/2019	1470962	14/11/2019
shopkick, Inc.	CA	KICKS	1822447	10-02-17	TMA1046725	02/08/2019
shopkick, Inc.	NZ	<b>shopkick</b>	1065395	01-12-16	1065395	28/11/2017
shopkick, Inc.	EM	SHOPKICK	9074006	03-05-10	9074006	27/09/2010
shopkick, Inc.	EM	CauseWorld	9074022	03-05-10	9074022	12/10/2010
shopkick, Inc.	China	SHOPBEACON	14430797-9	22-04-14	14430797	08/07/2015
shopkick, Inc.	China		10957713-35	23-05-12	10957713	07/12/2013
shopkick, Inc.	China		14570407-9	29-05-14	14570407	03/21/2016
shopkick, Inc.	Japan	SHOPBEACON	2014-030387	18-04-14	5779932	07/17/2015
shopkick, Inc.	Japan	SHOPKICK	2010-035185	05-06-10	5344431	08/06/2010

Record Owner	Country	Trademark	Application No	Application Date	Registration Number	Registration Date
shopkick, Inc.	Japan	SHOPKICK SIGNAL	2011-004027	24-01-11	5453501	11/25/2011
shopkick, Inc.	Korea		4020180006986	16-01-18	4014127360000	01/11/2018
shopkick, Inc.	Korea		4520140003103	24-04-14	4500587070000	01/09/2015
shopkick, Inc.	Korea	SHOPKICK	4020100023751	05-04-10	400884312	10/10/2011
shopkick, Inc.	CA		1812914	06-12-16	TMA1098873	23/04/2021
shopkick, Inc.	CA	SHOPKICK	1791924	18-07-16	TMA1092924	01/02/2021