

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEROES TECHNOLOGY (US) LLC		09/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CRAYHILL AURORA CAPITAL IRELAND DAC - SERIES 2, AS SECURITY AGENT		
Street Address:	C/O CRAYHILL CAPITAL MANAGEMENT LP		
Internal Address:	34 E. 51ST STREET, 15TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Designated Activity Company: IRELAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5310468	SNUGGLE ME	
Registration Number:	6254087	SNUGGLE ME ORGANIC	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	096104-30050		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	10/04/2023		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of September 29, 2023, by HEROES TECHNOLOGY (US) LLC, a Delaware limited liability company, and each other U.S. entity that owns or acquires Trademark Collateral (as defined below), if any, that becomes an “Obligor” pursuant to Section 5.12 of the Security Agreement (as defined below) (the “Obligors”), in favor of CRAYHILL AURORA CAPITAL IRELAND DAC – SERIES 2 as security agent for the Secured Parties (in such capacity, the “Security Agent”) pursuant to the Senior Facilities Agreement, dated as of August 10, 2021, between, among others, Heroes Technology Ltd., a private limited company incorporated under the laws of England and Wales and the Security Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Facilities Agreement”).

W I T N E S S E T H:

WHEREAS, each Obligor is party to a Pledge and Security Agreement dated as of October 10, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”) in favor of the Security Agent pursuant to which each Obligor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Security Agent, for the ratable benefit of the Secured Parties, to enter into the Facilities Agreement, each Obligor hereby agrees with the Security Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Obligor hereby pledges and grants to the Security Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Obligor (collectively, the “Trademark Collateral”); *provided* that the Trademark Collateral shall not include any Excluded Property:

(a) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including all renewals of trademark and service mark registrations, together with the goodwill of the business connected with the use of, and symbolized by, each of the foregoing, and all rights corresponding thereto throughout the world, now existing or hereafter adopted or acquired by such Obligor, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office (“USPTO”) (or any successor office), including the registrations and applications listed in Schedule 1 hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by such Obligor and all goodwill connected with the use thereof and symbolized thereby;

(b) 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;

(d) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all accessions to any of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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 Security Agent pursuant to the Security Agreement, and each Obligor hereby acknowledges and affirms that the rights and remedies of the Security 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Obligor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Trademark Security Agreement. Each Obligor agrees to cooperate as reasonably requested by the Security Agent, with respect to the execution of any documents, or other actions, reasonably required in order to effectuate the intent of this Trademark Security Agreement.

SECTION 5. Termination. Upon the full payment and performance of the Secured Liabilities, upon written request of the Borrower, the Security Agent shall execute, acknowledge, and deliver to each Obligor an instrument in writing in recordable form releasing the pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each Obligor and the Secured Parties; provided that no Obligor shall assign or transfer its rights or obligations hereunder unless permitted by the Senior Facilities Agreement or, if not so permitted, without the prior written consent of the Security Agent.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Trademark Security Agreement. Delivery of a counterpart of this Trademark Security Agreement by email attachment or telecopy shall be an effective mode of delivery.

SECTION 8. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE

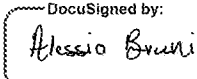
SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

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

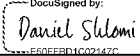
OBLIGOR

**HEROES TECHNOLOGY (US) LLC., as
Obligor**

By:  _____
Name: Alessio Bruni
Title: Chief Executive Officer

Accepted and Agreed:

CRAYHILL AURORA CAPITAL IRELAND DAC – SERIES 2
as the Security Agent

By: 
Name: Daniel Shlomi
Title: General Counsel

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

US TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	App. no.	Reg. no.	App. date	Reg. date
SNUGGLE ME	87379470	5310468	21/3/2017	17/10/2017
SNUGGLE ME ORGANIC	88417324	6254087	6/5/2019	26/1/2021

Schedule 1 to Trademark Security Agreement