

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Neutron Holdings, Inc.		10/05/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	DIAMETER FINANCE ADMINISTRATON LLC, as Collateral Agent
Street Address:	55 Hudson Yards, Suite 29B
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5425205	BOOSTED
Registration Number:	5425204	BOOSTED
Registration Number:	5396610	BOOSTED BOARDS
Registration Number:	5747113	BOOSTED MINI
Registration Number:	6181784	
Registration Number:	6591368	
Registration Number:	6889846	
Registration Number:	6015329	
Registration Number:	6072139	JUMP
Registration Number:	6181783	LIME
Registration Number:	6591369	LIME
Registration Number:	6889845	LIME
Registration Number:	6015273	LIME
Registration Number:	5470652	LIMEBIKE
Registration Number:	5921906	LIME-S
Registration Number:	6803992	RIDE GREEN
Registration Number:	6748911	RIDE GREEN
Registration Number:	5752816	STEALTH

CH \$490.00 5425205

Property Type	Number	Word Mark
Registration Number:	6125542	UNLOCK LIFE

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	43640.00022
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	10/08/2023

Total Attachments: 6

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EXECUTION VERSION

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of October 5, 2023 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of DIAMETER FINANCE ADMINISTRATION LLC, in its capacity as collateral agent for the Lender (in such capacity, together with any successors and assigns, the “Collateral Agent”).

RECITALS

WHEREAS, pursuant to the Credit Agreement, dated as of October 5, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among NEUTRON HOLDINGS, INC., a Delaware corporation (“Borrower”), the Persons party thereto from time to time as Lenders (collectively, the “Lender”), Initial Administrative Agent and Collateral Agent, the Lender have severally agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Guaranty and Security Agreement, dated as of October 5, 2023, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”);

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Lender, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Guaranty and Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, Grantor’s right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, and all income, royalties, proceeds, damages and payments now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses entered into in connection therewith and right to sue for damages and payments for past, present or future infringements thereof (collectively, the “*Trademark Collateral*”), to the Collateral Agent, for the benefit of the Lender, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Guaranty and Security Agreement, it is acknowledged and agreed that any “intent-to-use” application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, or any other application for a trademark registration that would otherwise be deemed invalidated, unenforceable, cancelled or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such

Lien will not affect the validity of such application for trademark registration is Excluded Property and shall not be deemed Collateral or Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Lender, in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof. The Guaranty and Security Agreement (and all rights and remedies of the Collateral Agent and the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with the terms of the Credit Agreement. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense 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.

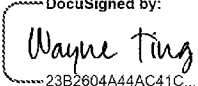
SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[Signature Pages Follow]

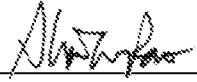
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NEUTRON HOLDINGS, INC.
a Delaware corporation,
as a Grantor

DocuSigned by:

By: _____
Name: Wayne Ting
Title: Chief Executive Officer

DIAMETER FINANCE ADMINISTRATON LLC,
as Collateral Agent

By: Diameter Capital Partners LP, its sole member

By:  _____

Name: Shailini Rao

Title: Co-Chief Operating Officer & General Counsel

SCHEDULE A

U.S. Trademarks and Applications

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
BOOSTED	12	87484344 12-JUN-2017	5425205 13-MAR-2018
BOOSTED	28	87484341 12-JUN-2017	5425204 13-MAR-2018
BOOSTED BOARDS	12	85791608 30-NOV-2012	5396610 06-FEB-2018
BOOSTED MINI	12	87853555 28-MAR-2018	5747113 07-MAY-2019
Design Only 	9, 39	88978936 25-JUN-2018	6181784 20-OCT-2020
Design Only 	35	88983212 25-JUN-2018	6591368 14-DEC-2021
Design Only 	42	88014232 25-JUN-2018	6889846 01-NOV-2022
Design Only 	12	88514013 15-JUL-2019	6015329 17-MAR-2020
JUMP	12, 39	87748823 09-JAN-2018	6072139 09-JUN-2020
LIME	9, 39	88978932 21-JUN-2018	6181783 20-OCT-2020
LIME	35	88983213 21-JUN-2018	6591369 14-DEC-2021

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
LIME	42	88010478 21-JUN-2018	6889845 01-NOV-2022
LIME	12	88480142 19-JUN-2019	6015273 17-MAR-2020
LIMEBIKE	9, 35, 39, 42	87308699 20-JAN-2017	5470652 15-MAY-2018
LIME-S	12, 39	87982117 06-FEB-2018	5921906 26-NOV-2019
RIDE GREEN	35	90976666 19-MAR-2021	6803992 26-JUL-2022
RIDE GREEN	39	90589844 19-MAR-2021	6748911 31-MAY-2022
STEALTH	12	87853551 28-MAR-2018	5752816 14-MAY-2019
UNLOCK LIFE	39	88349111 20-MAR-2019	6125542 11-AUG-2020