

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BREAKBULK US OPCO INC.		10/20/2023	Corporation: DELAWARE
FINTECH MEETUP, LLC		10/20/2023	Limited Liability Company: DELAWARE
SHOPTALK COMMERCE, LLC		10/20/2023	Limited Liability Company: DELAWARE
GROCERYSHOP, LLC		10/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS Trust Corporation Limited, as Security Agent		
Street Address:	55 Ludgate Hill, Level 1, West		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JW		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3674749	BREAKBULK	
Registration Number:	3735433	BREAKBULK	
Registration Number:	4789749	BREAKBULK AMERICAS	
Registration Number:	6708787	FINTECH MEETUP	
Registration Number:	5962257	GROCERYSHOP	
Registration Number:	6260904	GROCERYSHOP	
Registration Number:	6121673	SHOP TALK	
Registration Number:	5986526	HOSTED RETAILERS & BRANDS PROGRAM	
Registration Number:	5792327	SHOPTALK EUROPE	
Registration Number:	5985420	SHOPHOP	
Registration Number:	6036244	THE RETAIL ZEITGEIST	
Registration Number:	6121672	SHOPTALK	
Registration Number:	6121671	SHOPTALK	
Registration Number:	6265001	SHOPTALK	

OP \$365.00 3674749

CORRESPONDENCE DATA**Fax Number:**

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Rodney Boulware
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2155498
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	10/20/2023

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 20, 2023 (this “Agreement”), is made by each of the signatories hereto indicated as a Grantor (each a “Grantor” and collectively, the “Grantors”) in favor of GLAS Trust Corporation Limited, as security agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Security Agent”).

WHEREAS, pursuant to the senior facilities agreement originally dated May 5, 2023 (as amended and restated, novated or otherwise varied from time to time, including pursuant to an amendment and restatement deed dated June 27, 2023, the “Senior Facilities Agreement”) between, *inter alios*, Heron UK Finco Limited, a private limited liability company incorporated in England and Wales with registered number 14715580, as the parent and an original guarantor, Heron UK Bidco Limited, a private limited liability company incorporated in England and Wales with registered number 14715546, as the company, an original borrower and an original guarantor, Deutsche Bank AG, London Branch and Hayfin DLF IV Luxco S.à r.l., as mandated lead arrangers and original lenders, Global Loan Agency Services Limited, as agent, and the Security Agent, the Lenders (as defined therein) have severally agreed to make extensions of credit to the Borrowers (as defined therein) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has entered into that certain Pledge and Security Agreement, dated as of October 20, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Pledge and Security Agreement”), among each Grantor and the other persons party thereto as grantors in favor of the Security Agent;

WHEREAS, each Grantor is a member of an affiliated group of companies that includes the Borrowers and the other Guarantors under the Senior Facilities Agreement;

WHEREAS, pursuant to an Accession Deed dated as of October 20, each Grantor has acceded to the Senior Facilities Agreement as an Additional Guarantor;

WHEREAS, pursuant to an Assumption Agreement dated as of the date hereof, each Grantor has become a party to the Pledge and Security Agreement as an Additional Grantor; and

WHEREAS, each Grantor and the Borrowers under the Senior Facilities Agreement are engaged in related businesses, and each Grantor will derive substantial direct and/or indirect benefit from the making of the extensions of credit to the Grantors and the Borrowers under the Senior Facilities Agreement and the other Finance Documents.

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Secured Parties to continue to make available the extensions of credit to the Borrowers under the Senior Facilities Agreement and the other Finance Documents, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Security Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Senior Facilities Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Security Agent, and hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Secured Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: any and all (i) registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) extension and renewals thereof, (iii) goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) other rights of any kind accruing thereunder or pertaining thereto throughout the world,

provided that, in no event shall “Trademark Collateral” include any Excluded Assets, and the grant of security in Trademark Collateral pursuant to this Section 2 shall not be deemed to extend to any Excluded Assets.

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 hereof 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 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 of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm 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 Pledge and Security 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts


This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

BREAKBULK US OPCO INC.,
as Grantor

By: _____


Name: William Gordon Payne
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**FINTECH MEETUP, LLC,
as Grantor**

By: _____

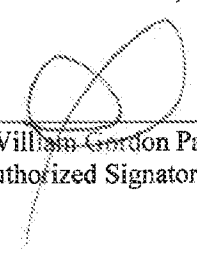


Name: William Gordon Payne
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SHOPTALK COMMERCE, LLC,
as Grantor

By: _____

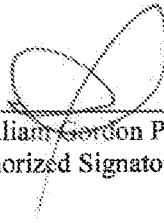

Name: William Gordon Payne
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

GROCERYSHOP, LLC,
as Grantor

By: _____


Name: William Gordon Payne
Title: Authorized Signatory

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right, positioned above the printed name and title.

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GLAS Trust Corporation Limited,
as Security Agent

By:  _____

Name: **Vivek Mudholkar**

Title: **Senior Transaction Manager**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008234 FRAME: 0122

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
BREAKBULK	Breakbulk US Opco Inc.	USA	08/25/2009	3674749
BREAKBULK	Breakbulk US Opco Inc.	USA	01/05/2010	3735433
BREAKBULK AMERICAS	Breakbulk US Opco Inc.	USA	08/11/2015	4789749
FINTECH MEETUP	Fintech Meetup, LLC	USA	04/19/2022	6708787
	Groceryshop, LLC	UK	11/26/2021	3629486
GROCERYSHOP – Trademark – word mark	Groceryshop, LLC	UK	07/13/2020	3511404
GROCERYSHOP	Groceryshop, LLC	USA	01/14/2020	5962257
GROCERYSHOP	Groceryshop, LLC	USA	02/02/2021	6260904
SHOP TALK	Shoptalk Commerce, LLC	USA	08/11/2020	6121673
HOSTED RETAILERS & BRANDS PROGRAM	Shoptalk Commerce, LLC	USA	02/11/2020	5986526
SHOPTALK EUROPE	Shoptalk Commerce, LLC	USA	07/02/2019	5792327
SHOPHOP	Shoptalk Commerce, LLC	USA	02/11/2020	5985420

THE RETAIL ZEITGEIST	Shoptalk Commerce, LLC	USA	04/21/2020	6036244
SHOPTALK	Shoptalk Commerce, LLC	USA	08/11/2020	6121672
SHOPTALK	Shoptalk Commerce, LLC	USA	08/11/2020	6121671
SHOPTALK	Shoptalk Commerce, LLC	USA	02/09/2021	6265001
SHOPTALK – Trademark – word mark	Shoptalk Commerce, LLC	UK	10/16/2020	3511603
SHOPTALK – Trademark – word mark	Shoptalk Commerce, LLC	UK	12/01/2016	915702996
SHOPTALK – Trademark – word mark	Shoptalk Commerce, LLC	EU	12/01/2016	015702996
SHOPTALK – Trademark – word mark	Shoptalk Commerce, LLC	EU	01/14/2021	18272767