

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM849679

<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>
TRUSTPILOT A/S		10/30/2023	Limited Liability Company: DENMARK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC INNOVATION BANK LIMITED		
<b>Street Address:</b>	Alphabeta, 14-18 Finsbury Square		
<b>City:</b>	London		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	EC2A 1BR		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4240324	TRUSTPILOT	
<b>Registration Number:</b>	5956496	TRUSTPILOT	
<b>Registration Number:</b>	5900742		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2159660		
<b>NAME OF SUBMITTER:</b>	Gwendolyn Meccas		
<b>SIGNATURE:</b>	/Gwendolyn Meccas/		
<b>DATE SIGNED:</b>	10/30/2023		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of 30 October 2023 by and between **HSBC INNOVATION BANK LIMITED**, registered in England & Wales under number 12546585 whose registered office is at Alphabeta, 14-18 Finsbury Square, London, United Kingdom, EC2A 1BR as collateral agent for and on behalf of the Secured Parties (together with its successors in such capacity, the “Collateral Agent”) and **TRUSTPILOT A/S**, a limited liability company incorporated in the Kingdom of Denmark, with its principal place of business at Pilestraede 58, 5th floor, 1112 Copenhagen K, Denmark (“Grantor”).

### RECITALS

A. The Lenders have each agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain other parties to the Loan Agreement (each such party, including Grantor, an “Obligor”) (the “Loans”) in the amounts and manner set forth in that certain Loan Agreement among Collateral Agent, the Agent, the Lenders and the Obligors dated as of April 26, 2021, as amended and restated by that certain Amendment and Restatement Agreement dated as of the date hereof (as may be amended, modified, supplemented, and/or restated from time to time, the “Loan Agreement”). The Lenders are willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Secured Parties, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Obligor to the Lenders. Capitalized terms used but not otherwise defined herein shall have the same meaning as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement and that certain Danish Floating Charge (as described in the Loan Agreement and as hereinafter used, the “Floating Charge”), Grantor has granted to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the assets described in the Floating Charge.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of all obligations of Obligor to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, Grantor grants and pledges to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(d) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(e) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Collateral Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Floating Charge, each of which are hereby incorporated by reference. The provisions of the Loan Agreement and the Floating Charge shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Floating Charge and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. In the event of a conflict between the provisions of this Agreement and any provision of the Loan Agreement or Floating Charge, the Loan Agreement or Floating Charge shall govern.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

7. Electronic Execution of Documents. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

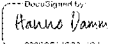
8. Agency and Security Trust Deed and Intercreditor Agreement. The Agency and Security Trust Deed and the Intercreditor Agreement and the terms contained therein are hereby incorporated by reference and in the event of any conflict between this Agreement and the Agency and Security Trust Deed and/or the Intercreditor Agreement, the Agency and Security Trust Deed or the Intercreditor Agreement, as applicable, shall control. Nothing contained herein shall be deemed to amend or modify the terms of the Agency and Security Trust Deed or Intercreditor Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

GRANTOR:

TRUSTPILOT A/S

By:   
Name: Hanno Damm  
Title: CFO

COLLATERAL AGENT:

HSBC INNOVATION BANK LIMITED

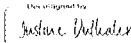
By:   
Name: Justine Duthaler  
Title: Senior Vice President, Corporate Credit Solutions

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TRUSTPILOT	4240324	November 13, 2012
TRUSTPILOT (Word and Design)	5956496	January 7, 2020
Design Only	5900742	November 5, 2019

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.