

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERFECT COMMERCE, LLC		11/21/2023	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	ASHGROVE CAPITAL LLP		
Street Address:	12 Little Portland Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1W 8BJ		
Entity Type:	Limited Liability Partnership: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4470703	OPEN SUPPLIER NETWORK	
Registration Number:	3173364	THE OSN	
Registration Number:	3142454	PERFECT	
Registration Number:	2525885	PERFECT	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	dctrademark@hoganlovells.com		
Correspondent Name:	Greta D. Feldman of Hogan Lovells US LLP		
Address Line 1:	8350 Broad St. 17th Floor		
Address Line 4:	Tysons,, VIRGINIA 22102		
NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP		
SIGNATURE:	/Greta D. Feldman/		
DATE SIGNED:	11/27/2023		
Total Attachments: 5			
source=Cafe - TM Security Agreement#page1.tif			
source=Cafe - TM Security Agreement#page2.tif			

CH \$115.00 4470703

source=Cafe - TM Security Agreement#page3.tif

source=Cafe - TM Security Agreement#page4.tif

source=Cafe - TM Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2023, by the Obligors listed on the signature pages hereof (collectively, jointly and severally, “**Obligors**” and each individually “**Obligor**”), in favor of ASHGROVE CAPITAL LLP, in its capacity as agent and security trustee for the benefit of the Secured Parties (as defined in the Security Agreement (as hereinafter defined)), as secured party (in such capacity and together with any successors in such capacity, the “**Security Agent**”).

RECITALS

The Parent, the Company, the other Subsidiaries of the Parent listed therein as Original Guarantors, the Security Agent as agent for the Finance Parties and security trustee for the Secured Parties, the Original Lender and others have entered into that certain Facilities Agreement dated August 16, 2023 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Facilities Agreement**”).

Each Obligor has, pursuant to the Facilities Agreement, irrevocably and unconditionally guaranteed the payment and performance of the Secured Sums (as defined in the Security Agreement).

In order to induce the Security Agent and the Lender to continue to make financial accommodations under the Facilities Agreement and the other Finance Documents, and in order to secure the payment and performance by each Obligor of the Secured Sums (as defined in the Security Agreement), each Obligor has agreed to execute and deliver, as applicable, the Finance Documents, including that certain Security Agreement, dated as of November 21, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among PROACTIS US HOLDINGS INC., PERFECT COMMERCE, LLC, the other Obligors named therein from time to time, and the Security Agent.

Pursuant to the Security Agreement, the Obligors are required to execute and deliver to the Security Agent, for itself and for the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in (or incorporated by reference in) the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance in full of all the Secured Sums, whether now existing or arising hereafter, each of the Obligors hereby grants to the Security Agent, on behalf of itself and the Secured Parties, a continuing security interest in and security on all right, title and interest of such Obligor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

- (a) all of the Trademarks to which it is a party, including, but not limited to, those expressly listed on Schedule I attached hereto;
- (b) all renewals of the foregoing;

- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Obligor against third parties for past, present or future (i) infringement or dilution of the foregoing or (ii) injury to the goodwill associated with the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Security Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. The Obligors 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Obligor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Obligors hereby authorize the Security Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of each Obligor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Security Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in counterparts and by different Parties on different counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic mail transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

6. EFFECTIVENESS. This Trademark Security Agreement shall become effective as to each Obligor when a counterpart hereof executed on behalf of such Obligor shall have been delivered to the Security Agent and a counterpart hereof shall have been executed on behalf of the Security Agent. This Trademark Security Agreement shall remain in full force and effect, subject to release and/or termination as set forth herein or in the other Finance Documents.

8. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

9. CONSTRUCTION. This Trademark Security Agreement is a Finance Document.

[signature pages follow]

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

PERFECT COMMERCE, LLC

DocuSigned by:
Stephen Line
By: 8ECC0A7E456E4DD
Name: Stephen Line
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

ASHGROVE CAPITAL LLP, as Security Agent

DocuSigned by:
Jonathon Ferguson
By: 11869E38231E41D
Name: Jonathon Ferguson
Title: Partner

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Company that is Owner of IP	Name / Identifier of IP	Type of IP (e.g., patent, TM, ©)	Registration/Publication or Application Number	Filing Date/Expiration Date
Perfect Commerce, LLC	OPEN SUPPLIER NETWORK	U.S. Federal Trademark	App 85963909 Reg 4470703	App 19-JUN-2013 Reg 21-JAN-2014
Perfect Commerce, LLC	THE OSN	U.S. Federal Trademark	App 78628957 Reg 3173364	App 12-MAY-2005 Reg 21-NOV-2006
Perfect Commerce, LLC	PERFECT	U.S. Federal Trademark	App 76182265 Reg 3142454	App 18-DEC-2000 Reg 12-SEP-2006
Perfect Commerce, LLC	PERFECT	U.S. Federal Trademark	App 75867682 Reg 2525885	App 08-DEC-1999 Reg 01-JAN-2002