

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E Trawler Unlimited Company		10/03/2023	Unlimited Company: IRELAND
RECEIVING PARTY DATA			
Name:	Allied Irish Banks, P.L.C.		
Street Address:	10 Molesworth Street		
City:	Dublin		
State/Country:	IRELAND		
Postal Code:	2		
Entity Type:	Public Limited Company: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7130006	CARTRAWLER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-469-5558		
Email:	Andrea.Simonich@hkllaw.com		
Correspondent Name:	Andrea Simonich		
Address Line 1:	800 17th Street N.W.		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	105208.00001		
NAME OF SUBMITTER:	Andrea Simonich		
SIGNATURE:	/Andrea Simonich/		
DATE SIGNED:	12/11/2023		
Total Attachments: 5			
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OP \$40.00 7130006

Execution Version

Security Agreement

between

Etrawler Unlimited Company
as Chargor

and

Allied Irish Banks, p.l.c.
as Security Agent

Simmons & Simmons
Waterways House, Grand Canal Quay
Dublin 2
Ireland

T: +353 1266 1110
F: +353 1266 1159

The logo for Simmons & Simmons, featuring the word 'simmons' in a lowercase, sans-serif font, with a small plus sign to its left. Below it, the word 'simmons' is repeated in the same font and style.

TRADEMARK
REEL: 008284 FRAME: 0132

4. **Fixed Security**

4.1 **Charge over Lands**

The Chargor, as continuing security for the payment, performance and discharge of the Secured Liabilities, as legal and beneficial owner and also in the case of registered land as registered owner (or the person entitled to be registered as owner), and as a legal mortgage of land, hereby **charges** to the Security Agent by deed the Mortgaged Property subject to such terms, conditions, covenants and obligations as are set out in this Deed. The charge created by this Clause 4.1 is a first fixed charge.

4.2 **Fixed charges**

The Chargor, as continuing security for the payment, performance and discharge of the Secured Liabilities, as legal and beneficial owner hereby **charges** to the Security Agent by way of first fixed charge:

- (A) all rights and claims to which the Chargor is now or may hereafter become entitled in relation to, or in connection with, the Charged Assets including those against any manufacturer, supplier, installer, builder, contractor, professional advisor or tenant and any guarantor or surety for the obligations of any such person and, to the extent that any of the Charged Assets now or at any time hereafter are hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligation of such person and any other rights and benefits relating thereto;
- (B) all of its respective rights, title, benefit and interest whatsoever, to or in respect Shares and of the Investments, but so that the Security Agent shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with the Shares or the Investments;
- (C) all of its rights, title, interest and benefit in and to the uncalled capital and called but unpaid capital of the Chargor and all rights and claims to which the Chargor is now or may hereafter become entitled as a result of any calls made in relation thereto;
- (D) (to the fullest extent permitted by law, regulation or appropriate authority) all of its present and future rights, title, interest and benefit in and of any Authorisation relating to the Charged Assets;
- (E) to the extent not effectively assigned under Clause 4.3 (*Assignments*), all of its rights, title, interest and benefit in and to the Material Contracts;
- (F) all rights and claims to which the Chargor is now or may hereafter become entitled in relation to each Account and Account Balances;
- (G) its Book Debts, both collected and uncollected, the proceeds of the same and all monies otherwise due and owing to the Chargor (but excluding each Account, to the extent effectively charged to the Security Agent pursuant to this Clause 4.2);
- (H) all of its rights, title, interest and benefit in and to the Intellectual Property;
- (I) all goodwill (including all brand names not otherwise subject to an effective fixed security under this Deed), now or at any time hereafter belonging to the Chargor;

Small Case Report

Printed: 08/09/2023

Case No.	Country	Applicant	App No	App Date	Reg No	Reg Date	Renewal	Closed	Device
TM106709US00 SUMMITX.COM	USA	E-Travler Unlimited Company	89688959	12/06/2019	52035466	24/11/2020	24/11/2020		
Classess	09, 39, 42								
TM115423EU00 CarTrawler Logo (in motion)	European Union	E-Trawler Unlimited Company	58581159	2/02/2022	016888136	1/08/2022	21/05/2022		CarTrawler
Classess	09, 39, 42								
Designated States	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom								
TM115423GB00	United Kingdom	E-Trawler Unlimited Company	092895757216	2/02/2022	1800862157248	2/02/2022	2/02/2022		CarTrawler
Classess	09, 39, 42								
Designated States	South Georgia and the South Sandwich Islands, Tokelau, British Indian Ocean Territory, Pitcairn								
TM113423US00	USA	E-Trawler Unlimited Company	87271889	02/02/2022	7,159,000	05/05/2022	05/05/2022		CarTrawler
Classess	09, 39, 42								
Designated States	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom								
TM118529US00 CarTrawler, Driving Successfull Partnership	United Kingdom	E-Trawler Unlimited Company	400500594514	18/05/2022					
Classess	09, 39, 42								
Designated States	British Indian Ocean Territory, Pitcairn Islands, Gibraltar, Jersey, Northern Ireland, Overseas, South Georgia and the South Sandwich Islands								
TM047706EU00 CARTRAWLER	European Union	E-Trawler Unlimited Company	4946471	19/02/2020	4840471	10/12/2020	10/02/2022		
Classess	09, 39, 42								
Designated States	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom								
TM047706US00 CARTRAWLER	United Kingdom	E-Trawler Unlimited Company	4946471	19/02/2020	4840471	10/12/2020	10/02/2022		
Classess	09, 39, 42								
TM047706US00 CARTRAWLER	USA	E-Trawler	78232617	16/01/2020	3450760	24/06/2020	24/06/2020		
Classess	09, 39, 42								

SearchCriteria: Name No «E-Trawler Unlimited Company, Case Type-TM.

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Small Case Report

Printed: 08/09/2023

Case No.	Country	Applicant	App No	App Date	Reg No	Reg Date	Renewal	Closed	Device
TM547113US00 ETRAWLER	European Union	E-Trawler Unlimited Company	4849498	16/09/2021	4849488	13/12/2021	15/04/2022		Device
Classess	09, 39, 42								
Designated States	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom								
TM547113GB00 ETRAWLER	United Kingdom	E-Trawler Unlimited Company	4849498	16/09/2021	0802904849498	13/12/2021	15/04/2022		
Classess	09, 39, 42								
TM549413EU00 HOTELTRAWLER	European Union	E-Trawler Unlimited Company	4958714	16/10/2021	4958714	25/03/2022	16/10/2022		
Classess	09, 42, 43								
Designated States	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom								
TM549413GB00 HOTELTRAWLER	United Kingdom	E-Trawler Unlimited Company	4958714	16/10/2021	0902904958714	25/03/2022	16/10/2022		
Classess	09, 42, 43								
TM549413US00 HOTEL CASE HOME	European Union	E-Trawler Unlimited Company	4958714	16/10/2021	4958714	13/11/2022	16/10/2022		
Classess	24, 27, 30								
Designated States	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom								
TM560413GB00 ARKLIFE CASE HOME	United Kingdom	E-Trawler Unlimited Company	4958714	16/10/2021	0902904958714	13/11/2022	16/10/2022		
Classess	29, 37, 38								
TM561713EU00 FLIGHTTRAWLER	European Union	E-Trawler Unlimited Company	4958714	16/10/2021	4958714	20/07/2022	16/10/2022		
Classess	09, 39, 42								
Designated States	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom								
TM566413GB00 FLIGHTTRAWLER	United Kingdom	E-Trawler Unlimited Company	4958714	16/10/2021	0902904958714	20/07/2022	16/10/2022		
Classess	09, 39, 42								
TM022613US00 ARLIFE	USA	E-Trawler	79921159	21/10/2020	2888886	01/07/2020	01/07/2020		
Classess	30								

SearchCriteria: Name No «E-Trawler Unlimited Company, Case Type-TM.

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EXECUTION PAGE TO THE IRISH SECURITY AGREEMENT

The Chargor

SIGNED AND DELIVERED as a Deed
for and on behalf of ETRAWLER UNLIMITED COMPANY

by its lawfully appointed attorney DAVID SOWNSON
in the presence of:


(Witness' Signature)

Eoin Massey
(Witness' Name)


(Signature of Attorney)

12 ROCKVILLE DR., BLACKROCK, DUBLIN A14 L120
(Witness' Address)

DIRECTOR OF FINANCE
(Witness' Occupation)


The Security Agent

GIVEN under the COMMON SEAL of


ALLIED IRISH BANKS, P.L.C.

and DELIVERED as a DEED

in the presence of:



Authorized Signatory



Authorized Signatory

Execution pages to the Irish Security Agreement