# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM859989

SUBMISSION TYPE:	NEW ASSIGNMENT
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**NATURE OF CONVEYANCE: SECURITY INTEREST** 

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ETrawler 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:

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: 202-469-5558

Email: Andrea.Simonich@hklaw.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

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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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# 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



### 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;
- 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;
- 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;
- 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;

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### Small Case Report

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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 DAいの Sounson in the presence of:

Eons Mane)

12 ROCKOLLE Dr., BLACKEOK, DOBLIN ATH C/120 (Witness' Address)

DIRECTOR OF FINANCE (Witness' Occupation)

Execution pages to the Irish Security Agreement

**TRADEMARK** REEL: 008284 FRAME: 0135 The Security Agent

GIVEN under the COMMON SEAL of

ALLIED IRISH BANKS, P.L.C.

and DELIVERED as a DEED

in the presence of:

Authorised Signatory

, Authoriced Signatory

Execution pages to the Irish Security Agreement

TRADEMARK REEL: 008284 FRAME: 0136

**RECORDED: 12/11/2023**