

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM861843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRACE INC.		12/13/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	HSBC UK BANK PLC		
Street Address:	Thames Tower, Station Road		
City:	Reading, Berkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	RG1 1LX		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6270774	TASA ACCREDITATION	
Registration Number:	6265739	TRAC TRANSPARENT. EFFICIENT.	
Registration Number:	4603923	TRACE SELECT	
Registration Number:	4545984	TRACE CHECK	
Registration Number:	4545983	TRACE REVIEW	
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>			
Email:	eahn@seyfarth.com		
Correspondent Name:	Kenneth Wilton		
Address Line 1:	2029 Century Park East		
Address Line 2:	Suite 3300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	061067-000012		
NAME OF SUBMITTER:	Kenneth L. Wilton		
SIGNATURE:	/Kenneth L. Wilton/		
DATE SIGNED:	12/18/2023		
Total Attachments: 9			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of December 13, 2023, is made by and among **HAWK US BCO 29 LLC**, a Delaware limited liability company (“**Hawk**”), and **TRACE INC.**, a Maryland corporation (“**Trace**” and with Hawk are individually and together, as context may require, “**Grantor**”) in favor of **HSBC UK BANK PLC** (the “**Lender**”).

WHEREAS, on the date hereof, the Lender has made certain loans and other financial accommodations to ETHIXBASE UK LIMITED (the “**Borrower**”) in an aggregate principal amount of £4,000,000 (generally, the “**Loan**”), evidenced by that certain Committed Facility Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) made by the Borrower and Lender;

WHEREAS, Grantor is a subsidiary or affiliate of the Borrower and will derive material financial and other benefits from the Lender making the Loan to the Borrower.

WHEREAS, as a condition precedent to (i) the making of the Loan by the Lender under the Credit Agreement and (ii) the extension of other loans and credit accommodations by the Lender to the Borrower from time to time, Grantor has executed and delivered to the Lender that certain Security Agreement dated of even date herewith, made by and among the Grantor and the Lender (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the

registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to such Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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 IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security 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 IP Security 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 IP Security 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).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for notices:

151 West St, Ste 303
Annapolis, MD 21401
United States

GRANTOR

HAWK US BCO 29 LLC, a Delaware
limited liability company

By: Hawk Bco 29 Limited, its sole
member

DocuSigned by:
Russell Potter
By: 5668E0D600FE421...
Name: Russell Potter
Its: Director

DocuSigned by:
Peter Sweetbaum
By: B9CE816DAB2C4C7...
Name: Peter Sweetbaum
Its: Director

[Signature page of IP Security Agreement]

Address for notices:

151 West St, Ste 303
Annapolis, MD 21401
United States

TRACE INC., a Maryland corporation

DocuSigned by:
By: Russell Potter
Name: Russell Potter
Its: Chief Financial Officer, Secretary and
Treasurer

[Signature page of IP Security Agreement]

AGREED TO AND ACCEPTED:

Address for notices:

Thames Tower, Station Road
Reading, Berkshire RG1 1LX
United Kingdom

HSBC UK BANK PLC

By: DocuSigned by: Roland Emmans

Name: Roland Emmans

Its: UK Tech Sector Head, Commercial Banking

[Signature page of IP Security Agreement]

**SCHEDULE 1
PATENTS**

Patents

None.

Patent Applications

None.

SCHEDULE 2
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
TASA Accreditation	USA	6270774	02/16/2021	Trace Inc.
TRAC Transparent. Efficient.	USA	6265739	02/09/2021	Trace Inc.
Trace Select	USA	4603923	09/16/2014	Trace Inc.
Trace Check	USA	4545984	06/10/2014	Trace Inc.
Trace Review	USA	4545983	06/10/2014	Trace Inc.

Trademark Applications

None.

SCHEDULE 3
COPYRIGHTS

Copyright Registrations

None.

Copyright Applications

None.

Exclusively Licensed Copyright Registrations

None.

Exclusively Licensed Copyright Applications

None.