

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM866087

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900820331		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nogin Commerce, Inc.		12/07/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRF Finance Co., LLC		
<b>Street Address:</b>	11100 santa monica blvd., suite 800		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5730931	FACE OFF FASHION	
<b>Registration Number:</b>	6532564	CORE TRAFFIC	
<b>Registration Number:</b>	6540669	NOGIN	
<b>Serial Number:</b>	90749476	SHIPGENIUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175025002		
<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>	617-248-5000		
<b>Email:</b>	PatentDocket@choate.com		
<b>Correspondent Name:</b>	CHOATE HALL & STEWART LLP-PATENT DOCKET		
<b>Address Line 1:</b>	TWO INTERNATIONAL PLACE		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2013401-0026		
<b>NAME OF SUBMITTER:</b>	Brian E. Reese, PhD, JD, MBA		
<b>SIGNATURE:</b>	/Brian E. Reese/		
<b>DATE SIGNED:</b>	01/05/2024		
<b>Total Attachments: 5</b>			

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 7, 2023, is made by Nogin Commerce, Inc. (the "Grantor"), in favor of BRF Finance Co., LLC, as Administrative Agent for the benefit of the Lender (as such term is defined in the DIP Credit Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent").

WHEREAS, pursuant to the Senior Secured Super-Priority Debtor-in-Possession Loan and Security Agreement, dated as of December 7, 2023 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "DIP Credit Agreement"), among the Borrower, the Subsidiary Guarantors party thereto, the Lenders party thereto and the Administrative Agent, the Lenders have agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the DIP Credit Agreement pursuant to which the Grantor has granted to the Administrative Agent a security interest in all of their Intellectual Property, including the trademark registrations and trademark applications listed on Schedule A hereto.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the DIP Credit Agreement.

2. Grant of Security Interest. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Lenders, and grants to the Administrative Agent for the benefit of the Lenders, a continuing security interest in and Lien upon all of its right, title and interest in, whether now owned or at any time hereafter acquired by any Grantor or that any Grantor now has or at any time in the future may acquire, to and under the Trademarks of such Grantor, including, without limitation:

- (a) the Trademark registrations and applications as set forth on Schedule A hereto, including all goodwill of the business connected with the use of, and symbolized by any of the foregoing; and
- (b) all (i) rights and privileges arising under applicable law with respect to any of the foregoing, (ii) extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof, and (iv) rights to sue for past, present and future infringements, dilutions or violations thereof (collectively, the "Trademark Collateral").

3. Notwithstanding the foregoing, Trademark Collateral does not include any United States intent-to-use trademark applications to the extent the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law until such time as the submission and acceptance by the United States Patent and Trademark Office of an

amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) with respect to such intent-to-use trademark applications.

4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the DIP Credit Agreement and is expressly subject to the terms and conditions thereof. The provisions of the DIP Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The DIP Credit Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the DIP Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the DIP Credit Agreement, the terms of the DIP Credit Agreement shall govern.

6. Recordation. The Grantor authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record this Agreement upon request by the Administrative Agent.

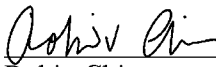
7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

8. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES TO THE EXTENT SUCH PRINCIPLES WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]*


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**NOGIN COMMERCE, INC.**, as Grantor

By:   
Name: Robin Chiu  
Title: Deputy Chief Restructuring Officer

**BRF FINANCE CO., LLC, as Administrative Agent**

DocuSigned by:



By: \_\_\_\_\_  
Name: Daniel Shribman  
Title: Chief Investment Officer

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[Nogin – Signature Page to Trademark Security Agreement]

**SCHEDULE A**  
**TRADEMARKS**

<b>Name</b>	<b>Trademark</b>	<b>Trademark Number</b>	<b>Class</b>
Nogin Commerce, Inc.	SHIPGENIUS		35
Nogin Commerce, Inc.	Face Off Fashion	5730931	41, 45
Nogin Commerce, Inc.	CORE TRAFFIC	6532564	35
Nogin Commerce, Inc.	NOGIN	6540669	35, 39, 42