

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI92660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fetch Rewards, Inc.		03/13/2024	Corporation: DELAWARE

RECEIVING PARTY DATA

Company Name:	MS Private Credit Administrative Services LLC
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	7052015	FETCH PAY
Registration Number:	7052014	FETCH REWARDS
Registration Number:	5349084	FETCH REWARDS
Registration Number:	7052016	GET RECEIPT RICH
Registration Number:	7052013	
Registration Number:	7249442	FETCH
Serial Number:	90590008	FETCH REWARDS
Serial Number:	97558019	POINTLING
Serial Number:	98225851	
Serial Number:	97585096	
Serial Number:	97585090	
Serial Number:	97585087	
Serial Number:	97585078	
Serial Number:	97585071	
Serial Number:	97585063	
Serial Number:	97585058	
Serial Number:	97585049	
Serial Number:	97772744	FETCH
Serial Number:	97905730	FETCH ZILLIONS

OP \$640.00.00 97076486

Property Type	Number	Word Mark
Serial Number:	97905735	PERFORMANCE ENGINE FOR THE PHYSICAL WORLD
Serial Number:	97924466	MISSION CONTROL
Serial Number:	97924468	PERFORMANCE MARKETING FOR THE PHYSICAL WORLD
Serial Number:	98131409	FETCH FIREHOSE
Serial Number:	98099315	FETCH360
Serial Number:	97076472	FETCH

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: (714)668-6200
Email: johnkline@paulhastings.com
Correspondent Name: John Kline
Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Mitchell Garrett
SIGNATURE:	Mitchell Garrett
DATE SIGNED:	03/13/2024

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of March 13, 2024, is made by each of the entities listed on the signature pages hereof as “Grantors” (each a “Grantor” and, collectively, “Grantors”), in favor of **MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC** (“Morgan Stanley”), as collateral agent (in such capacity, together with its successors and assigns in such capacity, “Collateral Agent”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of March 13, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among **FETCH REWARDS, INC.**, a Delaware corporation (“Borrower”), each Guarantor (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto, Morgan Stanley, as administrative agent (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”), and Collateral Agent, the Lenders have made or severally agreed to make extensions of credit to Borrower on the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Pledge and Security Agreement, dated as of March 13, 2024, executed by Grantors in favor of Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), to grant a security interest and Lien in the Collateral of such Grantor to secure the Secured Obligations; and

WHEREAS, Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement or, if not defined therein, in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Collateral Agent, for the benefit of the Secured Parties, and grants to Collateral Agent, for the benefit of the Secured Parties, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of such Grantor (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Annex A;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Section 3. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to Collateral Agent by each Grantor pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by such Grantor are more fully set forth in the Pledge and 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 Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile, emailed .pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. GOVERNING LAW; JURY TRIAL WAIVER; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURY TRIAL WAIVER, AND CONSENT TO JURISDICTION SET FORTH IN SECTIONS 5.08, 5.10 AND 5.14 OF THE PLEDGE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow.]

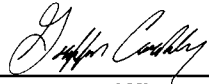
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FETCH REWARDS, INC.

By: Wes Schroll
Name: Wes Schroll
Title: President, Chief Executive Officer and
Secretary

ACCEPTED AND AGREED:

MS PRIVATE CREDIT ADMINISTRATIVE
SERVICES LLC,
as Collateral Agent





By: 
Name: Griffin Coakley
Title: Authorized Signer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008368 FRAME: 0797




Trademark Registrations








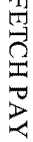
REGISTERED TRADEMARKS






	Owner	Mark	Country	Registration Date	Registration No.
1.	Fetch Rewards, Inc.	FETCH PAY	United States	May 16, 2023	7052015
2.	Fetch Rewards, Inc.		United States	May 16, 2023	7052014
3.	Fetch Rewards, Inc.	FETCH REWARDS	United States	December 5, 2017	5349084
4.	Fetch Rewards, Inc.	GET RECEIPT RICH	United States	May 16, 2023	7052016
5.	Fetch Rewards, Inc.		United States	May 16, 2023	7052013
6.	Fetch Rewards, Inc.		United States	December 19, 2023	7249442
7.	Fetch Rewards, Inc.	FETCH REWARDS	Canada	August 23, 2021	TMA1107348
8.	Fetch Rewards, Inc.	FETCH REWARDS	WIPO	April 8, 2021	1596864
9.	Fetch Rewards, Inc.	FETCH REWARDS	New Zealand	January 6, 2022	1181679
10.	Fetch Rewards, Inc.	FETCH REWARDS	EU	April 8, 2021	1596864
11.	Fetch Rewards, Inc.	FETCH REWARDS	GB	April 8, 2021	1596864
12.	Fetch Rewards, Inc.		WO	April 8, 2021	1732658

13.	Fetch Rewards, Inc.		Mexico	April 18, 2023	A0134513
14.	Fetch Rewards, Inc.	FETCH REWARDS	WO	April 18, 2023	1732659

TRADEMARK APPLICATIONS

	Owner	Mark	Country	Application Date	Application No.
1.	Fetch Rewards, Inc.	FETCHREWARDS	United States	March 19, 2021	90590008
2.	Fetch Rewards, Inc.	POINTLING	United States	August 22, 2022	97558019
3.	Fetch Rewards, Inc.	SENSORY MARK The mark consists of a unique sound comprised of a sweeping tone that rises quickly in pitch and ends on a high note.	United States	October 16, 2023	98225851
4.	Fetch Rewards, Inc.		United States	September 9, 2022	97585096
5.	Fetch Rewards, Inc.		United States	September 9, 2022	97585090
6.	Fetch Rewards, Inc.		United States	September 9, 2022	97585087

7.	Fetch Rewards, Inc.		United States	September 9, 2022	97585078
8.	Fetch Rewards, Inc.		United States	September 9, 2022	97585071
9.	Fetch Rewards, Inc.		United States	September 9, 2022	97585063
10.	Fetch Rewards, Inc.		United States	September 9, 2022	97585058
11.	Fetch Rewards, Inc.		United States	September 9, 2022	97585049
12.	Fetch Rewards, Inc.		United States	January 30, 2023	97772744
13.	Fetch Rewards, Inc.		Canada	October 25, 2021	2142499
14.	Fetch Rewards, Inc.		Canada	March 19, 2021	2093308

15.	Fetch Rewards, Inc.		Canada	October 25, 2021	2142494
16.	Fetch Rewards, Inc.	FETCHREWARDS	Canada	March 19, 2021	2093178
17.	Fetch Rewards, Inc.	GET RECEIPT RICH	Canada	October 25, 2021	2142510
18.	Fetch Rewards, Inc.	GET RECEIPT RICH	Canada	October 26, 2021	2142650
19.	Fetch Rewards, Inc.		Canada	October 25, 2021	2142487
20.	Fetch Rewards, Inc.		Mexico	April 18, 2023	A0134512
21.	Fetch Rewards, Inc.		Canada	April 18, 2023	A0134512
22.	Fetch Rewards, Inc.		WIPO	April 18, 2023	A0134513
23.	Fetch Rewards, Inc.	FETCHREWARDS	Mexico	April 18, 2023	A0134514
24.	Fetch Rewards, Inc.	FETCH	Mexico	April 17, 2023	2929349
25.	Fetch Rewards, Inc.	FETCH	Mexico	April 17, 2023	2929350
26.	Fetch Rewards, Inc.	FETCH	Mexico	April 17, 2023	2929351
27.	Fetch Rewards, Inc.	FETCHREWARDS	Mexico	April 21, 2023	A0107483
28.	Fetch Rewards, Inc.	FETCHZILLIONS	United States	April 25, 2023	977905,730

29.	Fetch Rewards, Inc.	PERFORMANCE ENGINE FOR THE PHYSICAL WORLD	United States	April 25, 2023	97/905,735
30.	Fetch Rewards, Inc.	MISSION CONTROL	United States	May 7, 2023	97/924,466
31.	Fetch Rewards, Inc.	PERFORMANCE MARKETING FOR THE PHYSICAL WORLD	United States	May 7, 2023	97/924,468
32.	Fetch Rewards, Inc.	FETCH FIREHOSE	United States	August 14, 2023	98/131,409
33.	Fetch Rewards, Inc.	FETCH360	United States	July 24, 2023	98099315
34.	Fetch Rewards, Inc.	FETCH	United States	October 15, 2021	97076472
35.	Fetch Rewards, Inc.	FETCH FIREHOSE	United States	August 14, 2023	98131409
36.	Fetch Rewards, Inc.	FETCH ZILLIONS	United States	April 25, 2023	97905730
37.	Fetch Rewards, Inc.	MISSION CONTROL	United States	May 7, 2023	97924466
38.	Fetch Rewards, Inc.	PERFORMANCE ENGINE FOR THE PHYSICAL WORLD	United States	April 25, 2023	97905735
39.	Fetch Rewards, Inc.	PERFORMANCE MARKETING FOR THE PHYSICAL WORLD	United States	May 7, 2023	97924468

TRADEMARK LICENSES

None.

TRADEMARK

REEL: 008368 FRAME: 0802

RECORDED: 03/13/2024