

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607363

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Third Amended and Restated Pledge and Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Encora Holdings Limited		11/06/2020	Laws of the Cayman Island: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	237 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88957567	ENCORA	
<b>Serial Number:</b>	90081273	ENCORA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2122383214		
<b>Email:</b>	selwin@emmetmarvin.com		
<b>Correspondent Name:</b>	Sharon Elwin		
<b>Address Line 1:</b>	120 Broadway, 32nd Floor		
<b>Address Line 2:</b>	Emmet, Marvin & Martin, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10271		
<b>ATTORNEY DOCKET NUMBER:</b>	1286903		
<b>NAME OF SUBMITTER:</b>	Sharon Elwin		
<b>SIGNATURE:</b>	/Sharon Elwin/		
<b>DATE SIGNED:</b>	11/06/2020		
<b>Total Attachments: 3</b>			
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source=Encora Holdings Limited Grant of Security Interest (Trademark)#page3.tif			

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GRANT OF SECURITY INTEREST (TRADEMARK)

The undersigned, **ENCORA HOLDINGS LIMITED** (f/k/a **Indecomm Corporation**), an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Grantor**") and **JPMORGAN CHASE BANK, N.A.** (the "**Lender**") are parties to a Third Amended and Restated Pledge and Security Agreement, dated as of November 6, 2020 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Secured Obligations, the Grantor collaterally assigned, mortgaged, pledged and hypothecated to the Lender, and granted to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges and hypothecates to the Lender, and grants to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**");

- (a) the trademarks listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: 237 Park Avenue, 6th Floor, New York, New York 10017.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest  
(Trademark) to be duly executed by its duly authorized officer as of November 6, 2020.

**ENCORA HOLDINGS LIMITED**

By:   
Name: Vikas Tiku  
Title: Group Chief Financial Officer

[Signature page to Grant of Security Interest (Trademark)]

Schedule 1  
to  
Grant of Security Interest (Trademark)

Trademark	Registration Date	Registration Number
ENCORA	June 10, 2020	88957567
ENCORA	July 29, 2020	90081273