

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InXpress Global Limited		11/06/2020	Limited Partnership: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	2001 Ross Ave., Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5951580	INXPRESS	
Registration Number:	5951579	INXPRESS	
Registration Number:	6081280	YOUR PROMISE. OUR BUSINESS.	
Registration Number:	6038529	YOUR PROMISE. OUR BUSINESS.	
Registration Number:	5144999	INXPRESS	
Registration Number:	5135990	INXPRESS UNIVERSITY	
Registration Number:	5095008	INXPRESS	
Registration Number:	3407142	INXPRESS	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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>			
Phone:	3128637267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6262.059		

OP \$215.00 5951580

NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	11/06/2020
Total Attachments: 5 source=Project Salt - Trademark Security Agreement#page1.tif source=Project Salt - Trademark Security Agreement#page2.tif source=Project Salt - Trademark Security Agreement#page3.tif source=Project Salt - Trademark Security Agreement#page4.tif source=Project Salt - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 6, 2020, is made by each of the entities listed on the signature pages hereof (the "Grantor"), in favor of **GOLDMAN SACHS BANK USA**, in its capacity as security trustee for the Secured Parties ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of November 6, 2020, by and among Salt US Holdco LLC, a Delaware limited liability company ("**Borrower**"), Salt Bidco Limited, private limited company incorporated in England and Wales with company number 12957284 whose registered office is at C/O Winston & Strawn London LLP Citypoint, 1 Ropemaker Street, London, United Kingdom, EC2Y 9AW ("**Holdings**"), certain subsidiaries of Holdings party thereto from time to time, as Guarantors, the Lenders party thereto from time to time, Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed to make extensions of credit and other financial accommodations to the Credit Parties;

WHEREAS, pursuant to that certain Debenture dated as of November 6, 2020, by and among Grantor, the other chargors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the "**Debenture**"), as security for all Secured Obligations, Grantor charged to Collateral Agent, for the benefit of itself and of the Secured Parties, by way of first fixed charge all of its rights, title and interest in all Trademarks (as defined below) of Grantor, whether now owned or existing or hereafter acquired or arising or in which it has an interest, except, in each case, to the extent that such assets are Excluded Property; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement. In this Agreement, the following terms shall have the following meanings:

"**Proceeds**" shall mean: (i) all "proceeds" as defined in Article 9 of the UCC (as defined in the Credit Agreement), and (ii) whatever is receivable or received when Charged Property or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

"**Trademark Licenses**" shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether a Grantor is licensee or licensor thereunder).

"**Trademarks**" shall mean all United States, state, territorial, provincial or foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, without limitation: (i) the registrations and applications referred to in Schedule 2 to the Debenture, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Liens (as such term is defined in the Credit Agreement)) in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, the Trademarks and exclusive or inbound Trademark Licenses material to the business of Grantor set forth on Schedule A hereto, except, in each case, to the extent that such assets are Excluded Property (collectively, the "Trademark Collateral").

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Debenture. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Agreement.

5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

[Signature Pages Follow]


IN WITNESS WHEREOF, Grantor has caused Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INXPRESS GLOBAL LIMITED,
as Grantor

DocuSigned by:
Mark Taylor
By: F0ED3B92AE2D4B0...
Name: Mark Taylor
Title: Global CEO

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By:  SA
Name: Justin Betzen _____
Title: Authorized Signatory _____

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Grantor	Mark	Serial No.	Registration No.	Registration Date
INXPRESS GLOBAL LIMITED	INXPRESS	88267129	5951580	12/31/19
INXPRESS GLOBAL LIMITED	INXPRESS	88267119	5951579	12/31/19
INXPRESS GLOBAL LIMITED	YOUR PROMISE. OUR BUSINESS.	88367891	6081280	6/16/20
INXPRESS GLOBAL LIMITED	YOUR PROMISE. OUR BUSINESS.	88367900	6038529	4/21/20
INXPRESS GLOBAL LIMITED	INXPRESS	87007291	5144999	2/21/17
INXPRESS GLOBAL LIMITED	INXPRESS UNIVERSITY	87021723	5135990	2/7/17
INXPRESS GLOBAL LIMITED	INXPRESS	87007266	5095008	12/6/16
INXPRESS GLOBAL LIMITED	INXPRESS	78876891	3407142	4/1/08

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.