

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM627903

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kueski, S.A.P.I. de C.V., SOFOM, ENR		02/18/2021	Company: MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Victory Park Management, LLC, as Collateral Agent		
<b>Street Address:</b>	150 North Riverside Plaza		
<b>Internal Address:</b>	Suite 5200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6000277	KUESKI	
<b>Serial Number:</b>	90122632	KUESKI CASH	
<b>Serial Number:</b>	90122626	KUESKI PAY	
<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>	3125778351		
<b>Email:</b>	lisa.guarnieri@katten.com		
<b>Correspondent Name:</b>	Lisa Guarnieri c/o Katten Muchin		
<b>Address Line 1:</b>	525 West Monroe		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Lisa Guarnieri		
<b>SIGNATURE:</b>	/Lisa Guarnieri/		
<b>DATE SIGNED:</b>	02/23/2021		
<b>Total Attachments: 5</b>			
source=victory park kueski trademark security agreement (kueski sofom) 2021#page1.tif			
source=victory park kueski trademark security agreement (kueski sofom) 2021#page2.tif			

CH \$90.00 6000277

source=victory park kueski trademark security agreement (kueski sofom) 2021#page3.tif  
source=victory park kueski trademark security agreement (kueski sofom) 2021#page4.tif  
source=victory park kueski trademark security agreement (kueski sofom) 2021#page5.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of February 18, 2021, by Kueski, S.A.P.I. de C.V., SOFOM, ENR, a Mexican sociedad anónima promotora de inversión de capital variable, sociedad financiera de objeto múltiple, entidad no regulada (the “**Grantor**”) in favor of VICTORY PARK MANAGEMENT, LLC, as collateral agent (the “**Collateral Agent**”) for the secured parties referred to below.

### WHEREAS:

A. Reference is made to that certain Pledge and Security Agreement, dated as of March 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), entered into by and among the Grantor, the other “Guarantors” party thereto, Collateral Agent and the other parties party thereto which secures certain now existing and future arising obligations owing to the Secured Parties (as defined in the Security Agreement) under the Transaction Documents as provided in the Security Agreement;

B. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Agreement;

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. all of its United States and foreign trademark and trademark application, including, without limitation, all of its United States federally registered trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. all of its trademark licenses, including, without limitation, all of its trademark licenses listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any of its trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under

any of its trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”).


This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for itself and on behalf of the other Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be a contract made under, and governed and enforced in every respect by, the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within the City of New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**[Remainder of Page Intentionally Left Blank; Signature Page Follows]**

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**KUESKI, S.A.P.I. DE C.V., SOFOM, ENR**, a Mexican sociedad anónima promotora de inversión de capital variable, sociedad financiera de objeto múltiple, entidad no regulada

By:   
Name: Adalberto Flores Ochoa  
Title: Authorized Signatory

Acknowledged:

VICTORY PARK MANAGEMENT, LLC,  
as Collateral Agent

By: 

Name: Scott R. Zernick

Title: Manager

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Collateral**

Trademark Registrations

<b>Trademark</b>	<b>Registration No.</b>
KUESKI	6000277

Trademark Applications

<b>Trademark Application</b>	<b>Application No.</b>
KUESKI PAY	90122626
KUESKI CASH	90122632