

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663497

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smartly.io Solutions Inc.		07/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	10000 Avalon Boulevard, Suite 700		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5331238	SMARTLY.IO	
Registration Number:	5108056	SMARTLY.IO	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	202- 383-8000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Tigist Kassahun, Esq.		
Address Line 1:	801 Pennsylvania Avenue N.W., Suite 500		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Tigist Kassahun		
SIGNATURE:	/Tigist Kassahun/		
DATE SIGNED:	07/29/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2021 (this “Trademark Security Agreement”), by and between the Grantor party hereto and Capital One, National Association, as agent and security agent for the Secured Parties (in such capacities, the “Security Agent”).

Reference is made to the Pledge and Security Agreement, dated as of July 29, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), among Smartly.io Solutions Inc. (the “US Borrower”), Smartly.io Solutions Oy (the “Company”), the other Grantors from time to time party thereto and the Security Agent.

The Secured Parties’ agreements in respect of extensions of credit to the US Borrower and the Company are set forth in the Senior Term and Revolving Facilities Agreement, dated July 29, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the “Facilities Agreement”), among, amongst others, the US Borrower, the Company, the Lenders from time to time party thereto and the Security Agent.

The Grantor party hereto will derive substantial benefits from the extension of credit to the US Borrower and the Company pursuant to the Facilities Agreement and is willing to execute and deliver this Trademark Security Agreement in order to induce the Lenders to extend, and maintain the extension of, such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and if not defined therein, the Facilities Agreement. The rules of construction specified in Article 1 of the Facilities Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor party hereto, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Security Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, all of such Grantor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, all registration and recording applications filed in connection therewith in the USPTO, including those listed on Schedule I hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by such Grantor, and all goodwill connected with the use thereof and symbolized thereby; provided that the grant of security interest shall not include any Foreign Intellectual Property or any “intent-to-use” applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration issuing therefrom under the applicable federal law, provided that upon submission to the USPTO of an amendment to allege use or a statement of use with respect to such application pursuant to 15 U.S.C. Section 1051, et seq. (or any successor provisions), such application shall immediately become part of the Trademark Collateral.

Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall automatically terminate under the conditions and to the same extent set forth in Section 5.11 of the Security Agreement. The Security Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor party hereto instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such termination or release, the Security Agent shall reasonably cooperate with any efforts made by the Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Security Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Security Agent pursuant to the Security Agreement. The Grantor party hereto hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the

terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Section 6. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor party hereto for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute a single contract. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The Security Agent may also require that any such documents and signatures delivered by facsimile or electronic transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or electronic transmission.

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

SMARTLY.IO SOLUTIONS INC

By:



Name: FELIX JOHANNES FICHTE

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

CAPITAL ONE, NATIONAL
ASSOCIATION,
as Agent and Security Agent

By: 

Name: Nirmal Bivek

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007369 FRAME: 0743

Short Particulars of U.S. Trademark Collateral

U.S. Trademarks and Service Marks

Grantor	Trademark or Service Mark	Registration Date	Registration No. and Jurisdiction
Smartly.io Solutions Inc.	SMARTLY.IO	November 7, 2017	5331238
Smartly.io Solutions Inc.	SMARTLY.IO	December 27, 2016	5108056