

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM694000

<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>
K2 PARTNERING SOLUTIONS, INC.		12/10/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GLAS TRUST CORPORATION LIMITED		
<b>Street Address:</b>	55 Ludgate Hill, Level 1, West		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC4M 7JW		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5185396	THE CREVALLE GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>	310-557-2900		
<b>Email:</b>	KLATHROP@PROSKAUER.COM		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	47444.004		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	12/10/2021		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** dated as of December 10, 2021, is made by **K2 PARTNERING SOLUTIONS, INC.**, a Delaware corporation (“**Grantor**”), in favor of **GLAS TRUST CORPORATION LIMITED** as security trustee for the Secured Parties (the “**Security Agent**”).

Introductory Statement

WHEREAS, pursuant to the terms of that certain Facilities Agreement dated as of September 8, 2021 (as amended, restated, amended and restated, supplemented or modified from time to time, the “**Facilities Agreement**”), by and among **KILI FINCO LIMITED**, a company incorporated in England and Wales with company number 13601911 (“**Parent**”), the Original Borrowers, the Original Guarantors, the Arrangers, the Original Lenders, **GLOBAL LOAN AGENCY SERVICES LIMITED** as agent of the other Finance Parties (the “**Agent**”), and the Security Agent, the Original Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein;

WHEREAS, Grantor is entering into an Accession Deed, dated the date hereof (the “**Accession Deed**”), by and among Grantor, certain other grantors, Parent, the Agent and the Security Agent, pursuant to which Grantor has become an Additional Guarantor under the Facilities Agreement and the other Finance Documents;

WHEREAS, pursuant to the Accession Deed and Facilities Agreement, Grantor is required to enter into a Security Agreement, dated the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Security Agreement**”), granting a security interest in the Collateral to the Security Agent, for the benefit of the Secured Parties, as security for the Secured Obligations;

WHEREAS, Grantor owns the Trademarks listed on Schedule 1, which have been applied for, issued by, or registered with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Security Agent a security interest in all of the right, title and interest in, to, and under the Trademarks and Trademark Collateral of such Grantor and agreed to execute and deliver this Trademark Security Agreement for purposes of filing in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Facilities Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. 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, collaterally assigns and transfers to the Security Agent for the benefit of the Secured Parties, and grants to the Security Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals, reversions and extensions of the foregoing;
- (c) all product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark, service mark and other Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Notwithstanding anything to the contrary contained above, the security interest created by this Trademark Security Agreement shall not include any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the liens and security interests granted to the Security Agent for the benefit of the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent and the obligations of Grantor with respect to the liens and security interests 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

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

Section 5. Termination. Upon termination of the Security Agreement pursuant to its express terms, this Trademark Security Agreement shall automatically terminate and all rights the Security Agent may have in the Trademarks and Trademark Collateral shall automatically revert in full to Grantor. Upon such termination, at Grantor's cost and expense subject to, and in accordance with the Facilities Agreement, the Security Agent shall promptly, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing, and do such other acts, in each case, as may be reasonably necessary to effect the release of (and evidence and record the release of) the lien and security interest in the Trademarks and Trademark Collateral acquired by the Security Agent under the Security Agreement and this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. GOVERNING LAW. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, INTERPRETED UNDER AND CONSTRUED IN ACCORDANCE**

**WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, WHICH WOULD GIVE EFFECT TO THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

Section 8. Miscellaneous. The terms and provisions of Article X of the Security Agreement (“Miscellaneous”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Finance Document” for all purposes of the Facilities Agreement and the other Finance Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**K2 PARTNERING SOLUTIONS, INC., as Grantor**

By:   
Name: Antonio Gulino  
Title: Sole Director

[Project Mountain - Signature Page to Trademark Security Agreement]