

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706760

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900666351		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GBL UK Trading Ltd		11/23/2021	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Glas Trust Corporation Limited		
Street Address:	55 Ludgate Hill - Level 1 West		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JW		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90038335	GBL	
CORRESPONDENCE DATA			
Fax Number:	9142787789		
<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:	914-278-7788		
Email:	sshelton@shelton-ip.com		
Correspondent Name:	Steven T. Shelton		
Address Line 1:	75 South Broadway, Suite 400		
Address Line 2:	Shelton IP		
Address Line 4:	White Plains, NEW YORK 10601-4413		
ATTORNEY DOCKET NUMBER:	GBL UK TRADING SECURITY		
NAME OF SUBMITTER:	Steven T. Shelton		
SIGNATURE:	/Steven T. Shelton/		
DATE SIGNED:	02/07/2022		
Total Attachments: 19			
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DATED 23 NOVEMBER 2021

THE PERSONS LISTED IN SCHEDULE 1
AS ORIGINAL CHARGORS

IN FAVOUR OF

GLAS TRUST CORPORATION LIMITED
AS SECURITY AGENT

DEBENTURE

THIS DEBENTURE is made by way of deed on 23 November 2021

BY:

- (1) **THE PERSONS** listed in Schedule 1 (The Original Chargors) (each an "**Original Chargor**") in favour of
- (2) **GLAS TRUST CORPORATION LIMITED** as trustee for each of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

"**Acceleration Event**" means the Agent exercising any of its rights under clause 26.19 (Acceleration) of the Facility Agreement.

"**Account**" means each of the accounts opened or maintained by any Chargor with the Security Agent, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) but with the exception of virtual accounts and credit card accounts, and the debt or debts represented thereby.

"**Additional Chargor**" means a member of the Group which becomes a Chargor by executing a Security Accession Deed.

"**Administration Event**" means:

- (a) the presentation of an application to the court for the making of an administration order in relation to any Chargor; or
- (b) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an administrator of any Chargor or the filing of such a notice with the court.

"**Charged Assets**" means all of the assets and undertaking of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Debenture.

"**Chargor**" means an Original Chargor or an Additional Chargor.

"**Collateral Rights**" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture or by law.

"**Facility Agreement**" means the USD 400,000,000 facility agreement between, among others, SellerX Germany GmbH & Co. KG as borrower and the persons listed therein

as original guarantors, arrangers, lenders, agent and security agent dated on or about the date hereof.

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (Fixed Security) of this Debenture or pursuant to a Security Accession Deed.

"Intellectual Property" means the intellectual property specified in Schedule 4 (Intellectual Property), the intellectual property specified in any Security Accession Deed and any patent rights, trade marks, service marks, designs, business and trade names, copyrights, database rights, design rights, moral rights, inventions, confidential information, trade secrets, knowhow and other intellectual or industrial property rights and interests, whether registered, pending registration or unregistered, and the benefit of all applications and rights to use such assets in which any Chargor may from time to time have an interest as may exist throughout the world in each case for their full term and any extension thereto.

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date hereof between, among others, MXP Prime Platform GmbH as parent and original subordinated creditor, SellerX Germany GmbH & Co. KG as the company, original debtor and intra-group lender, the Chargors as original debtors, the financial institutions named therein as original lenders, the agent and the Security Agent (as amended, novated, supplemented, or restated from time to time).

"Intra-Group Receivables" means all intercompany receivables or monetary claims of a Chargor from time to time in respect of any loan or other indebtedness made available by that Chargor (as creditor) to a member of the Group (as borrower), whether or not documented in writing,

"Investments" means the securities specified in Schedule 3 (Shares and Investments), the securities specified as such in any Security Accession Deed and any:

- (a) stocks, shares, debentures, securities and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds (but not including the Shares);
- (b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests;
- (c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above;
- (d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above; and
- (e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including,

2.1 **Covenant to pay**

Each Chargor covenants with the Security Agent that it shall, on written demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

2.2 **Default interest**

If any Chargor fails to pay any amount payable by it under this Debenture on its due date, interest shall accrue on the overdue amount (both before and after judgment) from the date of demand until the date of payment calculated on a daily basis at the rate which is one per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan.

3. **COMMON PROVISIONS**

3.1 **Common provisions as to all Security**

All the Security created by or pursuant to this Debenture is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Debenture and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Obligations.

3.2 **Consent for Fixed Security**

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

4. **FIXED SECURITY**

4.1 **Fixed charge over Tangible Moveable Property**

Each Chargor (other than SellerX Germany and SellerX 13) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights.

4.2 **Fixed charge over Accounts**

Each Chargor (other than SellerX Germany and SellerX 13) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts and all Related Rights.

4.3 **Fixed charge over Monetary Claims**

Each Chargor (other than SellerX Germany and SellerX 13) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or

assignment (at law or in equity) pursuant to this Debenture) and all Related Rights (to the extent not already charged under this Clause 4.3).

4.4 **Fixed charge over Investments**

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.5 **Fixed charge over Shares**

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

~~4.6 **Fixed charge over Intellectual Property**~~

~~Each Chargor (other than SellerX Germany and SellerX 13) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Intellectual Property and all Related Rights.~~

4.7 **Fixed charge over other assets**

Each Chargor (other than SellerX Germany and SellerX 13) charges (to the extent not validly and effectively assigned pursuant to Clause 4.8 (Assignment of Intra-Group Receivables), by way of first fixed charge, all of its rights, title and interest from time to time in and to all Intra-group Receivables of that Chargor and all Related Rights in relation to each of those assets.

4.8 **Assignment of Intra-Group Receivables**

Each Chargor (other than SellerX Germany and SellerX 13) assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to all Intra-Group Receivables of that Chargor and all Related Rights.

5. **FLOATING CHARGE**

5.1 **Floating charge**

- (a) Each Chargor (other than SellerX Germany and SellerX 13) charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of that Chargor.
- (b) The floating charge created pursuant to paragraph (a) of Clause 5.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations.

- (c) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares (or upon acquiring any interest therein), notify the Security Agent of that occurrence and deposit with the Security Agent (or procure the deposit of) (i) all certificates or other documents of title representing such assets and (ii) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Security Agent may request.

6.8 Registration of Intellectual Property

Each Chargor shall, at its own cost, if requested by the Security Agent, execute all such documents and do all such acts as the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Intellectual Property.

6.9 Further advances

Subject to the terms of the Facility Agreement, each Lender is under an obligation to make further advances to each Chargor who is a Borrower and that obligation will be deemed to be incorporated in this Debenture as if set out in this Debenture.

6.10 Custodians and nominees

The Security Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to all or any part of the Charged Assets as the Security Agent may determine and the Security Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any such person or be bound to supervise the proceedings or acts of any such person.

7. REPRESENTATIONS AND WARRANTIES

7.1 Charged Assets

Each Chargor represents and warrants to the Security Agent that at the date hereof or, in relation to an Additional Chargor, as at the date of the relevant Security Accession Deed to which it is party:

- (a) all legally necessary registrations in any public register in relation to the present Intellectual Property and any Related Rights have been made, all fees and expenses (in particular registration fees and renewal fees) and taxes in relation thereto are paid as well as all formal or procedural actions required to maintain the Intellectual Property and any related Rights have been taken;
- (b) any registration of any Intellectual Property or any Related Rights in any public register correctly records that Chargor's title or interest in that Intellectual Property or Related Right;
- (c) it is the sole legal and beneficial owner of its Intellectual Property and any Related Rights and no other person is entitled to any of the Intellectual Property or Related Rights as joint owner or co-owner of any such right;

- (d) except as permitted under the Facility Agreement there are neither licences nor other exploitation rights in relation to its Intellectual Property;
- (e) the information contained in Schedule 2 (Accounts) to Schedule 4 (Intellectual Property) of this Deed or, as applicable, Schedules 1 (Accounts) to 4 (Intra-Group Receivables) of the Security Accession Deed is true, accurate and complete in all respects; and
- (f) except as permitted under the Facility Agreement the Charged Assets are unencumbered and are not subject to any claims, third party rights or competing interests.

8. FURTHER ASSURANCE

8.1 Extension of implied covenant

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 8.2 below.

8.2 Further assurance

Each Chargor shall promptly, at its own cost, take all such action (including making all filings, registrations and notarisations) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may specify (and in such form as the Security Agent may require) in favour of the Security Agent or its nominee(s):

- (i) to create, perfect, protect and/or maintain the Security created or intended to be created in respect of the Charged Assets (which may include the execution by that Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the Charged Assets) or for the exercise of the Collateral Rights;
- (ii) to confer on the Security Agent Security over any asset or undertaking of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture; and/or
- (iii) to facilitate the realisation of the Charged Assets.

8.3 Consents

- (a) Each Chargor shall, as soon as possible, use its best endeavours to obtain any consents necessary or to remove any restriction on the creation of Security (in each case in form and substance satisfactory to the Security Agent, acting reasonably) to enable the assets of that Chargor (excluding any assets that are so restricted by virtue of being subject to Security or Quasi-Security that constitutes Permitted Security) to be the subject of the relevant Fixed Security pursuant to this Debenture.

12.1 Intellectual Property

Each Chargor shall during the Security Period in respect of any Intellectual Property which is material to or required in connection with its business:

- (a) take all such steps and do all such acts as may be necessary to preserve and maintain the subsistence, validity and value of any such Intellectual Property; and
- (b) not use or permit any such Intellectual Property to be used in any way which may materially and adversely affect its value.

12.2 Information and access

Each Chargor shall from time to time on request of the Security Agent, furnish the Security Agent with such information as the Security Agent may reasonably require about that Chargor's business and affairs, the Charged Assets and its compliance with the terms of this Debenture and each Chargor shall permit the Security Agent, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice (a) to inspect and take copies and extracts from the books, accounts and records of that Chargor and (b) to view the Charged Assets (without becoming liable as mortgagee in possession).

13. ENFORCEMENT OF SECURITY

13.1 Enforcement

Any time after the occurrence of:

- (a) an Acceleration Event;
- (b) an Administration Event; or
- (c) a request from any Chargor to the Security Agent that it exercise any of its powers under this Debenture,

the Security created by or pursuant to this Debenture is immediately enforceable and the Security Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

- (i) secure and perfect its title to all or any part of the Charged Assets;
- (ii) enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Assets (and any assets of the relevant Chargor which, when got in, would be part of the Charged Assets) at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration); and
- (iii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on

~~mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers.~~

13.2 **Effect of moratorium**

Other than in respect of any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986, the Security Agent shall not be entitled to exercise its rights under Clause 13.1 (Enforcement), Clause 15.1 (Appointment and removal) or Clause 5.2 (Crystallisation: by notice) where the right arises as a result of an Event of Default occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Part A1 of the Insolvency Act 1986.

14. **EXTENSION OF POWERS AND RIGHT OF APPROPRIATION**

14.1 **Extension of power of sale**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Debenture or, in respect of Charged Assets secured pursuant to a Security Accession Deed, on the date of the Security Accession Deed.

14.2 **Restrictions**

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13 (Enforcement of Security).

14.3 **Right of appropriation**

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13.1 (Enforcement) to the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended, (the "**Regulations**") apply to a Charged Asset, the Security Agent shall have the right to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the relevant Chargor. For this purpose, the parties agree that the value of that Charged Asset shall be:

- (a) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time of appropriation; and
- (b) in the case of any Investments and/or Shares, the market value of such Investments and/or Shares determined by the Security Agent by reference to a public index or independent valuation, or by such other process as the Security Agent may select.

may consider to be required or desirable, following the occurrence of an Event of Default which is continuing, for:

- (a) carrying out any obligation imposed on any Chargor by this Debenture or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets); and
- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the Collateral Rights (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Charged Assets).

20.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of the attorney's powers.

21. EFFECTIVENESS OF SECURITY

~~21.1 Continuing security~~

- ~~(a) The Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent in writing.~~
- ~~(b) No part of the Security from time to time intended to be created by this Debenture will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.~~

21.2 Cumulative rights

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall be cumulative, in addition to and independent of every other Security which the Security Agent or any other Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the Security created by this Debenture.

21.3 No prejudice

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security

23. **SUBSEQUENT SECURITY INTERESTS**

If the Security Agent (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all or any part of the Charged Assets which is prohibited by the terms of any Finance Document, all payments thereafter made by or on behalf of the relevant Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by that Chargor) be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

24. **SUSPENSE ACCOUNTS**

All monies received, recovered or realised by the Security Agent under this Debenture (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society, financial institution or other person which the Security Agent considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

25. **RELEASE OF SECURITY**

25.1 **Release of Security**

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of each Chargor, release and cancel the Security created by this Debenture and procure the reassignment to the relevant Chargor of the property and assets assigned to the Security Agent pursuant to this Debenture, in each case subject to Clause 25.2 (Clawback) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

25.2 **Clawback**

If the Security Agent considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Debenture and the Security created by that or those documents will continue and such amount will not be considered to have been irrevocably paid or credited.

26. **SET-OFF**

Each Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13.1 (Enforcement), to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Agent to any Chargor and apply any credit balance to which that

33. JURISDICTION

33.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Debenture) (a "Dispute").

33.2 Convenient forum

Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that no Chargor will argue to the contrary.

33.3 Exclusive jurisdiction

Notwithstanding Clause 33.1 (English Courts), the Security Agent may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS DEBENTURE has been signed by the Security Agent and executed as a deed by each Original Chargor and is delivered by them as a deed on the date stated at the beginning of this Debenture.

As noted on page two, the security agreement was signed by the parties on November 23, 2021.

EXECUTION PAGE TO DEBENTURE

The Original Chargors

EXECUTED AS A DEED)
by GBL UK TRADING LTD)
)

DocuSigned by:
Philipp Triebel
AA27A26C9D6C45C3.....

Signature of director

Philipp Triebel

Name of director

DocuSigned by:
Richard Carter
263DB27365334F5.....
Richard Carter

Signature of director/secretary

Name of director/secretary

EXECUTED AS A DEED

)

by MXP PRIME PLATFORM LTD

)

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DocuSigned by:
Philipp Triebel
.....
A67A8F02806045C3

Signature of director

Philipp Triebel

Name of director

DocuSigned by:
Richard Carter
.....
2A3DB8C388334FC

Signature of director/secretary

Richard Carter

Name of director/secretary

EXECUTED AS A DEED)

by **THOROGOOD SPORTS LTD**)

)

DocuSigned by:
Philipp Triebel
.....
A457A3P059C0C95E1.....

Signature of director

Philipp Triebel

Name of director

DocuSigned by:
Richard Carter
.....
E433B9C308334FC.....

Signature of director/secretary

Richard Carter

Name of director/secretary

EXECUTED AS A DEED

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by **TINYYO LIMITED**

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DocuSigned by:
Philipp Triebel
.....

Signature of director

Philipp Triebel

Name of director

DocuSigned by:
Richard Carter
.....
Richard Carter

Signature of director/secretary

Name of director/secretary