

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GALAXY US OPCO INC.		04/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S DEARBORN ST.		
Internal Address:	7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4951771	MYMOBILITY	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552008		
Email:	ksolomon@stblaw.com		
Correspondent Name:	JONATHAN S. PALL, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2382		
NAME OF SUBMITTER:	JONATHAN S. PALL		
SIGNATURE:	/JP/		
DATE SIGNED:	06/09/2022		
Total Attachments: 5			
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**FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of April 29, 2022, made by GALAXY US OPCO INC., a Delaware corporation (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (as defined in the U.S. Collateral Agreement (as defined below)) (in such capacity, and together with its successors and assigns in such capacity, the “Collateral Agent”).

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, waived or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the “Credit Agreement”), among CD&R GALAXY UK INTERMEDIATE 3 LIMITED, a private limited liability company incorporated under the laws of England and Wales with registration number 13376172 (as further defined in the Credit Agreement, the “Company”), CD&R GALAXY UK OPCO LIMITED, a private limited liability company incorporated under the laws of England and Wales with registration number 13376171 (as further defined in the Credit Agreement, the “U.K. Opco Revolving Borrower” or “AcquisitionCo”), CD&R GALAXY LUXEMBOURG FINANCE S.À R.L., a Luxembourg private limited liability company (*société à responsabilité limitée*), having as of the Closing Date its registered office at 37A, Avenue John F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, registered under the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under the number B266064 (as further defined in the Credit Agreement, the “Lux Parent Borrower”), the Grantor (together with the U.K. Opco Revolving Borrower and the Lux Parent Borrower, the “Initial Borrowers”), the Subsidiary Borrowers from time to time party thereto (together with the Initial Borrowers, collectively, the “Borrowers” and each individually, a “Borrower”), the Collateral Agent, JPMORGAN CHASE BANK, N.A., as administrative agent for the banks and other financial institutions (collectively, the “Lenders”; individually, a “Lender”) from time to time parties to the Credit Agreement and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers are members of an affiliated group of companies that includes the Grantor; and

WHEREAS, in connection with the Credit Agreement, the U.K. Opco Revolving Borrower, the Grantor and the other parties thereto have executed and delivered a First Lien U.S. Collateral Agreement, dated as of April 29, 2022, (as amended, supplemented, waived or otherwise modified from time to time, the “U.S. Collateral Agreement”), in favor of the Collateral Agent; and

WHEREAS, pursuant to the U.S. Collateral Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties (as defined in the U.S. Collateral Agreement) a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the U.S. Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the U.S. Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties (as defined in the U.S. Collateral Agreement), a security interest in all of the Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the U.S. Collateral Agreement. The U.S. Collateral Agreement (and all rights and remedies of the Secured Parties (as defined in the U.S. Collateral Agreement) thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties (as defined in the U.S. Collateral Agreement) with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the U.S. Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

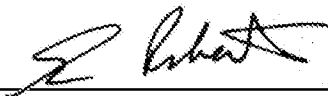
SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GALAXY US OPCO INC.

By: 
Name: Eric Rubenstein
Title: Vice President and Secretary

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: Suzanne Egestolo
Name: Suzanne Egestolo
Title: Executive Director

SCHEDULE I

Trademark

<u>Mark</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
MYMOBILITY	United States of America	Galaxy US Opco Inc.	4951771	October 22, 2013	May 3, 2016