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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM736411

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SuperOrdinaryUSA Holdco, Inc.		06/22/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Pasadena Private Finance, LLC
Street Address:	2 North Lake Avenue, Suite 510
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	97453301	GALAGALA BY SUPERORDINARY
Serial Number:	97453287	GALAGALA BY SUPERORDINARY
Serial Number:	97453284	GALAGALA BY SUPERORDINARY
Serial Number:	97453280	GALAGALA BY SUPERORDINARY
Serial Number:	97453272	GALAGALA BY SUPERORDINARY
Serial Number:	90902814	SUPERORDINARY
Serial Number:	90902818	SUPERORDINARY
Serial Number:	88300241	SUPERORDINARYCO

CORRESPONDENCE DATA

Fax Number: 3129021061

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.

Phone: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/

TRADEMARK REEL: 007759 FRAME: 0639

900702448

DATE SIGNED:	06/22/2022	
Total Attachments: 5		
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 22, 2022, is made by SuperOrdinaryUSA Holdco, Inc., a Delaware corporation (the "Grantor"), in favor of PASADENA PRIVATE FINANCE, LLC, a California limited liability company d/b/a Pasadena Private Lending (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of June 22, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, the other Borrowers and the Secured Party, the Secured Party has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Security Agreement, dated as of June 22, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Borrowers and the Secured Party, the Grantor has agreed to grant a security interest in all of the Collateral of such Grantor, including all right, title and interest of such Grantor in and to the Trademark Collateral (as defined below), to secure the payment of all amounts owing by the Borrowers under the Loan Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Loan Agreement and to induce the Secured Party to make extensions of credit to the Borrowers thereunder, the Grantor hereby agrees as follows:

- 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grants to the Secured Party for the benefit of the Secured Party a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "<u>Trademark Collateral</u>"):
- (a) all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such 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, without limitation, 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.
- 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party 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.

- 4. <u>Grantor Remains Liable</u>. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with its trademarks subject to a security interest hereunder.
- 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile, electronic (e.g., DocuSign) or by "PDF" attachment to an email to the recipient Party shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- 6. <u>Governing Law.</u> The laws of the State of California shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUPERORDINARYUSA HOLDCO, INC., as Grantor

By: __Julian Reis

Name: Julian Reis

Title: CEO and President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED as of the date first above written:

PASADENA PRIVATE FINANCE, LLC,

a California limited liability company d/b/a Pasadena Private Lending

By: _____

Name: Craig R. Colbath

RECORDED: 06/22/2022

Title: Chief Administrative Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]