### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM804834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FINSTRO HOLDINGS PTY LTD ACN 605 121 364		04/12/2023	Proprietary Limited Company: AUSTRALIA

#### **RECEIVING PARTY DATA**

Name:	PLATFORM COLLATERAL SERVICES, LLC			
Street Address:	1550 Larimer Street, #118			
City:	Denver			
State/Country:	COLORADO			
Postal Code:	80202			
Entity Type:	Limited Liability Company: COLORADO			

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	6592610	FINSTRO
Serial Number:	97369404	FINSTRO
Serial Number:	97371880	

#### **CORRESPONDENCE DATA**

Fax Number: 4048817777

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: 4048814458

Email: elissa.hart@alston.com

Alston & Bird Correspondent Name:

Address Line 1: 1201 W. Peachtree St. Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Elissa Hart
SIGNATURE:	/Elissa Hart/
DATE SIGNED:	04/21/2023

#### **Total Attachments: 5**

source=Finstro - Trademark Security Agreement (Platform)\_Executed#page1.tif source=Finstro - Trademark Security Agreement (Platform)\_Executed#page2.tif source=Finstro - Trademark Security Agreement (Platform) Executed#page3.tif

source=Finstro - Trademark Security Agreement (Platform)\_Executed#page4.tif source=Finstro - Trademark Security Agreement (Platform)\_Executed#page5.tif

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of April 12, 2023, by FINSTRO HOLDINGS PTY LTD, an Australian company with registration number ACN 605 121 364 ("Grantor"), in favor of PLATFORM COLLATERAL SERVICES, LLC, in its capacity as Collateral Agent for the Noteholders (as defined below) (together with its successors and assigns in such capacity, the "Collateral Agent").

**WHEREAS,** Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, Finstro Global Holdings, Inc., a Delaware corporation (the "Company"), is party to each Secured Series A Convertible Note Subscription Agreement (each a "Subscription Agreement" and, collectively, the "Subscription Agreements"), entered into from time to time between the Company and the investor party thereto (each a "Subscriber" and, collectively, the "Subscribers"; the Subscribers, together with any holder of the Notes (defined below) from time to time, collectively, the "Noteholders", and each a "Noteholder"); and

WHEREAS, it is a condition to the agreement of the Subscribers to execute the Subscription Agreements and to purchase the notes under the Subscription Agreement that Grantor, along with other subsidiaries of the Company, shall have executed that certain General Security Deed dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among, among others, Grantor and the Collateral Agent, pursuant to which Grantor granted a security interest to the Collateral Agent (for the benefit of the Noteholders) in the Secured Property, including the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Noteholders) pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent (for the benefit of the Noteholders) a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on <u>Schedule A</u> annexed hereto), all rights corresponding

thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

- (ii) all goodwill of Grantor's business symbolized by the trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Security Agreement upon request by the Collateral Agent.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT, WHERE THE TRADEMARK COLLATERAL IS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, THE TRADEMARK COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

LEGAL02/42737240v2

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered as a Deed as of the date first set forth above.

Signed sealed and delivered as a Deed by FINSTRO HOLDINGS PTY LTD ACN 605 121 364

-Director

A

Director/Secretary

Full name of Director

Full name of Director/Secretary

[Trademark Security Agreement - Finstro]

Accepted and Agreed:

PLATFORM COLLATERAL SERVICES, LLC,

as the Collateral Agent

By:

Name: Brian Burns Title: Managing Member

# SCHEDULE A to TRADEMARK SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS AND APPLICATIONS

## **Registrations**:

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
FINSTRO	United States	RN: 6592610 SN: 88104322	Sep. 4, 2018	Dec. 21, 2021	Finstro Holdings Pty LTD
					(Australia Proprietary Limited Company)

# Applications:

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
FINSTRO (and Design)	United States	RN: n/a SN: 97369404	Apr. 19, 2022	n/a	Finstro Holdings Pty LTD (Australia Proprietary Limited Company)
Design only	United States	RN: n/a SN: 97371880	Apr. 20, 2022	n/a	Finstro Holdings Pty LTD (Australia Proprietary Limited Company)

LEGAL02/42737240v2

**RECORDED: 04/21/2023**