

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804835

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:	FC SECURITIES PTY LTD ACN 161 056 435 as trustee for the Fixed Income Receivables Securities Trust ABN 88 756 275 264		
Street Address:	Level 5, 1 York Street		
City:	Sydney		
State/Country:	AUSTRALIA		
Postal Code:	NSW 2000		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
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		
<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:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird LLP		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	544630		
NAME OF SUBMITTER:	Elissa Hart		
SIGNATURE:	/Elissa Hart/		
DATE SIGNED:	04/21/2023		
Total Attachments: 5			
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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 FC SECURITIES PTY LTD ACN 161 056 435 as trustee for the Fixed Income Receivables Securities Trust ABN 88 756 275 264, in its capacity as Secured Party (as defined below) (together with its successors and assigns in such capacity, the “**Secured Party**”).

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); and

WHEREAS, the Grantor and the Secured Party 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 Secured Party, pursuant to which Grantor granted a security interest to the Secured Party 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 Secured Party pursuant to the Security Agreement, Grantor hereby grants to the Secured Party 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 Schedule A 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 Secured Party 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 Secured Party 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 Secured Party.

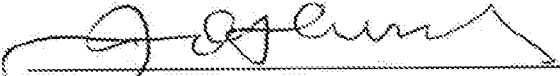
THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT, WHERE THE TRADEMARK COLLATERAL 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.

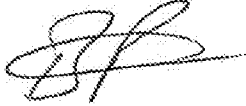
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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered as a Deed as of the date first set forth above.

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


A Director

JOHN THOMAS
A Full name of Director


A Director/Secretary

BRAD PROUT
A Full name of Director/Secretary

[Trademark Security Agreement – (FCS)]

Signed sealed and delivered for and on behalf of **FC Securities Pty Ltd** ACN 161 056 435 as trustee for the **Fixed Income Receivables Securities Trust** ABN 88 756 275 264 under Power of Attorney in the presence of:

▲ Jorja Warnecke
Signature of witness

▲ JORJA WARNECKE
Name of witness (print)

▲ *Payal Mahindroo*
Signature of Attorney

▲ PAYAL MAHINDROO
Full name of Attorney

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 (<i>and Design</i>) FINSTRO	United States	RN: n/a SN: 97369404	Apr. 19, 2022	n/a	Finstro Holdings Pty LTD (Australia Proprietary Limited Company)
<i>Design only</i> 	United States	RN: n/a SN: 97371880	Apr. 20, 2022	n/a	Finstro Holdings Pty LTD (Australia Proprietary Limited Company)