

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOKENEX, INC.		05/05/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2029 Century Park East		
Internal Address:	38th floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97155741	TOKENEX	
Serial Number:	87236945	NO DATA NO THEFT	
Serial Number:	86614297	AURICVAULT	
Serial Number:	86528720	TOKENIZE WHAT MATTERS	
Serial Number:	85115557	PAYMENT PROCESSING SIMPLIFIED	
Serial Number:	85235700	TOKENEX	
Serial Number:	76601172	TREVANCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	23736202		
NAME OF SUBMITTER:	William R. Siegel		

CH \$190.00 97155741

SIGNATURE:	/william r siegel/
DATE SIGNED:	05/05/2023
Total Attachments: 6 source=EXECUTED - TokenEx - IPSA - Trademark Security Agreement (May-05-23)_(96368539_2)#page1.tif source=EXECUTED - TokenEx - IPSA - Trademark Security Agreement (May-05-23)_(96368539_2)#page2.tif source=EXECUTED - TokenEx - IPSA - Trademark Security Agreement (May-05-23)_(96368539_2)#page3.tif source=EXECUTED - TokenEx - IPSA - Trademark Security Agreement (May-05-23)_(96368539_2)#page4.tif source=EXECUTED - TokenEx - IPSA - Trademark Security Agreement (May-05-23)_(96368539_2)#page5.tif source=EXECUTED - TokenEx - IPSA - Trademark Security Agreement (May-05-23)_(96368539_2)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") dated as of May 5, 2023 is made by the signatory party hereto (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among TOKENEX HOLDINGS, INC., a Delaware corporation ("Holdings"), TOKENEX, INC., a Delaware corporation ("Borrower" and together with those additional entities that hereafter become party thereto as a borrower in accordance with the terms thereof by executing a Borrower Joinder, each, a "Borrower" and collectively, the "Borrowers"), the Guarantors party thereto, the financial institutions which are now or which hereafter become lenders thereunder (collectively, the "Lenders" and each individually a "Lender") and Agent, the Lenders agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority lien and security interest in all of Grantor's right, title and interest in, to and under the following, to the extent included in the Collateral, whether presently existing or hereafter created or acquired, or in which Grantor now has or hereafter acquires any rights (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names, trade dress and trade styles and the registrations and applications for registration thereof and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those trademark registrations and applications referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing and all insurance of the foregoing and proceeds thereof, including, without limitation, (i) any claims by Grantor against third parties

for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any License, and (ii) any claim by Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any property or right described above or of any such property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (i).

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark registrations or applications of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security

Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. SECTION 16.1 OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank; signature page follows.]

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.

GRANTOR:

TOKENEX, INC.,
a Delaware corporation

By: 


Name: Matthew Meehan

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND
ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Cameron Gray
Title: Authorized Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Jurisdiction	Trademark	Application No.	Registration No.	Owner
U.S.	TOKENEX	97155741	7044731	TokenEx, Inc.
U.S.	NO DATA NO THEFT	87236945	5710217	TokenEx, Inc.
U.S.	AURICVAULT	86614297	5052362	TokenEx, Inc.
U.S.	TOKENIZE WHAT MATTERS	86528720	5052284	TokenEx, Inc.
U.S.	PAYMENT PROCESSING SIMPLIFIED	85115557	4051705	TokenEx, Inc.
U.S.	TOKENEX	85235700	4019322	TokenEx, Inc.
U.S.	TREVANCE	76601172	2966145	TokenEx, Inc.

Schedule I to Trademark Security Agreement