

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE SR GROUP (US), INC.		05/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS TRUST CORPORATION LIMITED		
Street Address:	55 Ludgate Hill		
Internal Address:	Level 1 West		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JW		
Entity Type:	Corporation: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5224213	BREWER MORRIS	
Registration Number:	5224214	CARTER MURRAY	
Registration Number:	5224215	SR SEARCH	
Registration Number:	5072555	FRAZER JONES	
Registration Number:	5072553	TAYLOR ROOT	
Registration Number:	5072552	THE SR GROUP	
Registration Number:	5072554	MAXIMUM MANAGEMENT	
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>			
Email:	bethany.stokes@gtlaw.com		
Correspondent Name:	Bethany A. Stokes		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	216009.010000		
NAME OF SUBMITTER:	Bethany A. Stokes		

CH \$190.00 5224213

SIGNATURE:	/Bethany A. Stokes/
DATE SIGNED:	06/08/2023
Total Attachments: 6 source=SRG_Refinancing_-_US_IP_Security_Agreement_(Final_compiled)#page1.tif source=SRG_Refinancing_-_US_IP_Security_Agreement_(Final_compiled)#page2.tif source=SRG_Refinancing_-_US_IP_Security_Agreement_(Final_compiled)#page3.tif source=SRG_Refinancing_-_US_IP_Security_Agreement_(Final_compiled)#page4.tif source=SRG_Refinancing_-_US_IP_Security_Agreement_(Final_compiled)#page5.tif source=SRG_Refinancing_-_US_IP_Security_Agreement_(Final_compiled)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of May 31, 2023 by and between THE SR GROUP (US), INC., a Delaware corporation (the “**Debtor**”) and GLAS TRUST CORPORATION LIMITED, a company incorporated in England and Wales with company number 07927175, in its capacity as security agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Secured Agent**”).

RECITALS:

WHEREAS, reference is made to that certain General Security Agreement, dated as of May 31, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Security Agreement), by and between the Debtor and the Secured Agent; and

WHEREAS, under the terms of the Security Agreement, the Debtor has (i) as collateral security for the Secured Obligations (as defined in the Security Agreement), granted to the Secured Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Debtor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain Intellectual Property of the Debtor and (ii) agreed to execute this Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Debtor and the Secured Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Debtor hereby grants to the Secured Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Debtor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) All licenses or agreements, whether written or oral, providing for the grant by or to the Debtor of: (i) any right to use any Trademark, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Notwithstanding anything to the contrary contained in this Section 1, the security interest granted under this Agreement shall not extend to, and the Collateral shall not include, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security

interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law; provided that upon submission to and acceptance by the United States Patent And Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or a statement of use pursuant to 15 U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. The Debtor and the Secured Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest created hereby in the Collateral is not to be construed as an assignment of any Trademarks.

Section 2. Recordation. The Debtor authorizes the Commissioner of Patents and Trademarks and any other government officials to record and register this Agreement upon request by the Secured Agent.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law.

(a) THIS AGREEMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY THE DEBTOR AND ACCEPTED BY THE SECURED AGENT IN THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEBTOR AND THE SECURED AGENT HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT, AND THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST THE SECURED AGENT OR THE DEBTOR ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER FINANCE DOCUMENT MAY AT THE SECURED AGENT’S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND THE DEBTOR HEREBY WAIVES AND AGREES NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY

OTHER FINANCE DOCUMENT, (A) THAT IT IS NOT SUBJECT TO SUCH JURISDICTION OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN THOSE COURTS OR THAT THIS AGREEMENT OR ANY OF THE OTHER FINANCE DOCUMENTS MAY NOT BE ENFORCED IN OR BY THOSE COURTS OR THAT IT IS EXEMPT OR IMMUNE FROM EXECUTION, (B) THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR (C) THAT THE VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER. THE DEBTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

(c) THE DEBTOR IRREVOCABLY CONSENTS TO SERVICE OF PROCESS AT THE DEBTOR'S PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE LISTED ON SCHEDULE I ATTACHED TO THE SECURITY AGREEMENT AND IN THE MANNER DESCRIBED IN THE SECTION ENTITLED "NOTICES" IN THE SECURITY AGREEMENT, AND THE SECURED AGENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS DESCRIBED IN THE SECTION ENTITLED "NOTICES" IN THE SECURITY AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement, as applicable, shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Debtor and the Secured Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

THE SR GROUP (US), INC.,
as a Debtor

DocuSigned by:

David Buckley

By: _____

Name: David Buckley

Title: President

Trademark Security Agreement

TRADEMARK
REEL: 008110 FRAME: 0644

IN WITNESS WHEREOF, the Debtor and the Secured Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GLAS TRUST CORPORATION LIMITED, as
Secured Agent

By:  DocuSigned by:
007AFE7F69B24AE...
Name: **Melanie Ockenden**
Title: **Authorised Signatory**

Trademark Security Agreement

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

1. U.S. Trademarks

Debtor	Mark	Registration Number	Registration Date	Date of Renewal	Status
THE SR GROUP (US), INC.	Brewer Morris trademark	5,224,213	13 June, 2017	13 June, 2023	Registered
THE SR GROUP (US), INC.	Carter Murray trademark	5,224,214	13 June 2017	13 June 2027	Registered
THE SR GROUP (US), INC.	Sr Search trademark	5,224,215	13 June 2017	13 June 2023	Registered
THE SR GROUP (US), INC.	Frazer Jones trademark	5,072,555	1 November 2016	1 November 2026	Registered
THE SR GROUP (US), INC.	Taylor Root trademark	5,072,553	1 November 2016	1 November 2026	Registered
THE SR GROUP (US), INC.	The SR Group trademark	5,072,552	1 November 2016	1 November 2026	Registered
THE SR GROUP (US), INC.	Maximum Management trademark	5,072,554	1 November 2016	1 November 2026	Registered