

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RETAIL IN MOTION LIMITED		11/03/2023	Private Limited Company: D.C.
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Agent		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4991074	R RETAIL IN MOTION	
CORRESPONDENCE DATA			
Fax Number:	9802157771		
<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:	2138962571		
Email:	kimberly.saltrick@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	400 South Hope Street, 8th Floor		
Address Line 2:	Attention: Y. Lee, Esq.		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Khyshboo Patel		
SIGNATURE:	/S/ Khyshboo Patel		
DATE SIGNED:	11/03/2023		
Total Attachments: 6			
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OP \$40.00 4991074

**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

Dated as of: November 3, 2023

RETAIL IN MOTION LIMITED, a private company with limited liability incorporated under the laws of Ireland with the company number 510344 (the “Debtor”), grants to the financial institutions party to the Credit Agreement from time to time as Lenders, and **CITIBANK, N.A.**, a national banking association (“Citibank”), as agent for the Lenders (in such capacity, “Agent”), whose address is 388 Greenwich Street, New York, NY 10013, (i) a security interest in and to all of Debtor’s right, title and interest in and to the trademarks and trademark applications which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by Debtor (the “Trademarks”), (ii) a security interest in and to all of Debtor’s right, title and interest in and to the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by Debtor (the “Patents”), and (iii) a security interest in and to all of Debtor’s right, title and interest in and to the copyrights and copyright applications which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by Debtor (“Copyrights”), together with the goodwill and assets of the business, as set forth in the Credit Agreement (as defined below).

The terms and conditions of the aforementioned security interest are contained in that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, Debtor, as obligor, the other obligors from time to time party thereto, the financial institutions from time to time party thereto (“Lenders”), and Agent, as security for the Obligations as set forth in the Credit Agreement and the other agreements referred to therein. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Lender may have in any other collateral described in the Credit Agreement or otherwise. Capitalized terms that are undefined herein have the meanings ascribed thereto in the Credit Agreement.

The parties hereby agree that this Memorandum and Notice of Security Interest in Intellectual Property shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles except federal laws relating to national banks and Sections 12.14 and 12.15 of the Credit Agreement are hereby incorporated by reference. Debtor hereby authorizes the filing of this Memorandum and Notice of Security Interest in Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the undersigned has duly executed this Memorandum and Notice of Security Interest in Intellectual Property as of the date first written above.

DEBTOR:

RETAIL IN MOTION LIMITED, a company
incorporated under the laws of Ireland

By: _____

Name: Maria Elizabeth Nunes Repolho Da Silva

Title: Director

SIGNATURE PAGE TO MEMORANDUM OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

TRADEMARK

REEL: 008248 FRAME: 0624

AGENT:

CITIBANK, N.A., as Agent

By: 

Name: Jeff Boyston

Title: Authorized Signatory

SIGNATURE PAGE TO MEMORANDUM OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

TRADEMARK
REEL: 008248 FRAME: 0625

EXHIBIT A

Trademark Registrations and Applications


Debtor	Evidence	Serial Number	Filing Date	Registration Number	Registration Date
RETAIL IN MOTION LIMITED		86398019	09/17/14	4991074	07/05/16

EXHIBIT B

Patent Registrations and Applications

None.

EXHIBIT C

Copyright Registrations and Applications

None.