

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KONTOR TECHNOLOGY LIMITED		05/30/2023	Company: ENGLAND AND WALES
KONTOR REAL ESTATE LIMITED		05/30/2023	Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	KONTOR GROUP LIMITED		
Street Address:	33 GRESSE STREET		
City:	LONDON		
State/Country:	ENGLAND		
Postal Code:	W1T1QU		
Entity Type:	Company: ENGLAND AND WALES		
Name:	LUKE APPLEBY		
Street Address:	52 SCOTTS ROAD		
City:	LONDON		
State/Country:	ENGLAND		
Postal Code:	E106LW		
Entity Type:	INDIVIDUAL: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4876174	KONTOR	
Registration Number:	6920891	KONTOR	
CORRESPONDENCE DATA			
Fax Number:	3129130002		
<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:	3129133302		
Email:	moran@mbhb.com, docketing@mbhb.com, rivers@mbhb.com, potempam@mbhb.com		
Correspondent Name:	Eric R. Moran		
Address Line 1:	300 South Wacker Drive		
Address Line 2:	31st Floor		

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Address Line 4:	Chicago, ILLINOIS 60606
NAME OF SUBMITTER:	Eric R. Moran
SIGNATURE:	/Eric R. Moran/
DATE SIGNED:	12/18/2023
Total Attachments: 18 source=Executed Debenture - Kontor Redacted#page1.tif source=Executed Debenture - Kontor Redacted#page2.tif source=Executed Debenture - Kontor Redacted#page3.tif source=Executed Debenture - Kontor Redacted#page4.tif source=Executed Debenture - Kontor Redacted#page5.tif source=Executed Debenture - Kontor Redacted#page6.tif source=Executed Debenture - Kontor Redacted#page7.tif source=Executed Debenture - Kontor Redacted#page8.tif source=Executed Debenture - Kontor Redacted#page9.tif source=Executed Debenture - Kontor Redacted#page10.tif source=Executed Debenture - Kontor Redacted#page11.tif source=Executed Debenture - Kontor Redacted#page12.tif source=Executed Debenture - Kontor Redacted#page13.tif source=Executed Debenture - Kontor Redacted#page14.tif source=Executed Debenture - Kontor Redacted#page15.tif source=Executed Debenture - Kontor Redacted#page16.tif source=Executed Debenture - Kontor Redacted#page17.tif source=Executed Debenture - Kontor Redacted#page18.tif	

EXECUTION VERSION

DATED 30 May 2023

- (1) KONTOR TECHNOLOGY LIMITED
- (2) KONTOR REAL ESTATE LIMITED
- (3) KONTOR GROUP LIMITED
- (4) LUKE APPLEBY

DEBENTURE

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THIS DEED is dated 30 May 2023

PARTIES

(1) **KONTOR TECHNOLOGY LIMITED**, incorporated and registered in England and Wales with company number 12921283 whose registered address is at 10 Temple Back, Bristol, England, BS1 6FL ("KTL");

(2) **KONTOR REAL ESTATE LIMITED**, incorporated and registered in England and Wales with company number 09253897 whose registered address is at 10 Temple Back, Bristol, England, BS1 6FL ("KREL");

together the "Chargors"

(3) **KONTOR GROUP LIMITED**, incorporated and registered in England and Wales with company number 14645692 whose registered address is at 33 Gresse Street, London, England, W1T 1QU ("KGL"); and

(4) **LUKE APPLEBY** of 52 Scotts Road, London, E10 6LW ("Noteholder").

BACKGROUND

(A) KGL has agreed, pursuant to the Loan Note Instrument dated on or around the same date as this Deed, to issue Loan Notes to the Noteholder on a secured basis.

(B) Under this Deed, the Chargors provide security to the Noteholder for the Loan Notes made available under the Loan Note Instrument.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Loan Note Instrument shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

Administrator: an administrator appointed to manage the affairs, business and property of the Chargors pursuant to clause 9.6.

Book Debts: all present and future book and other debts, and monetary claims due or owing to the Chargors, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargors in relation to any of them.

Business Day: has the meaning given to that expression in the Loan Note Instrument.

Charged Property: any freehold, leasehold or commonhold property the subject of the security constituted by this Deed and references to "Charged Property" shall include references to the whole or any part of it.

Delegate: any person appointed by the Noteholder or any Receiver pursuant to clause 14 and any person appointed as attorney of the Noteholder or any Receiver or Delegate.

Designated Account: any account of the Chargors nominated by the Noteholder as a designated account for the purposes of this Deed.

Environment: the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

Environmental Law: all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.

Environmental Licence: any authorisation, permit or licence necessary under Environmental Law in respect of any of the Secured Assets.

Equipment: all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property owned by the Chargors or in which it has an interest, including any part of it and all spare parts, replacements, modifications and additions.

Event of Default: has the meaning given to that expression in the Loan Note Instrument.

Financial Collateral: has the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations: the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).

Group: has the meaning given to that expression in the Loan Note Instrument.

Insurance Policy: each contract and policy of insurance effected or maintained by the Chargors from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Charged Properties or the Equipment).

Intellectual Property: the Chargors' present and future patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Investments: all certificated shares, stock, debentures, bonds or other securities or investments (whether or not marketable) from time to time legally or beneficially owned by or on behalf of the Chargors.

Loan Note Instrument: the loan note instrument dated on or around the date of this Deed given by KGL for the provision of the loan notes secured by this Deed.

LPA 1925: the Law of Property Act 1925.

Permitted Security: any security granted by a Chargor to which the Noteholder has provided prior written consent of the Noteholder (not to be unreasonably withheld or delayed);

Receiver: a receiver, receiver and manager or administrative receiver appointed by the Noteholder under clause 12.

Secured Assets: all the assets, property and undertaking of the Chargors which are, or are expressed to be, subject to the Security created by, or pursuant to, this Deed (and references to the Secured Assets shall include references to any part of them).

Secured Liabilities: all present and future obligations and liabilities of the Chargors to the Noteholder, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Loan Note Instrument or this Deed (including, without limitation, those arising under clause 26), together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

Security Financial Collateral Arrangement: has the meaning given to that expression in the Financial Collateral Regulations.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this Deed and ending on the date on which the Noteholder is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

SPA: a share purchase agreement dated on or about the date of this Deed between, amongst others, the Noteholder (as a seller) and KGL (as purchaser).

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Interpretation

In this Deed:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this Deed;
- 1.2.2 a **person** includes an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and ensure to the benefit of, the parties to this Deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** includes email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;

- 1.2.10 a reference to **this Deed** (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- 1.2.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.12 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13 a reference to an **amendment** includes a novation, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration or resolution;
- 1.2.16 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- 1.2.17 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.18 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.7 Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

3 GRANT OF SECURITY

3.1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargors with full title guarantee charge to the Noteholder, by way of a first legal mortgage, all estates or interests in any freehold, leasehold or commonhold property now owned by it, including the real property (if any) specified in Schedule 1.

3.2 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargors with full title guarantee charge to the Noteholder by way of a first fixed charge:

- 3.2.1 all present and future estates or interests of the Chargors in, or over, any freehold, leasehold or commonhold property (other than any such property effectively mortgaged under clause 3.1);

- 3.2.2 the benefit of all other contracts, guarantees, appointments and warranties relating to each Charged Property and other documents to which the Chargors is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of any Charged Property or otherwise relating to any Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them);
- 3.2.3 all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or the use of any Secured Asset, and all rights in connection with them;
- 3.2.4 all its present and future goodwill;
- 3.2.5 all its uncalled capital;
- 3.2.6 all the Equipment;
- 3.2.7 all the Intellectual Property;
- 3.2.8 all the Book Debts;
- 3.2.9 all the Investments;
- 3.2.10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- 3.2.11 all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and
- 3.2.12 all its rights in respect of each agreements, instruments and rights relating to the Secured Assets.

3.3 Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargors with full title guarantee charges to the Noteholder, by way of first floating charge, all its undertaking, property, assets and rights not otherwise effectively mortgaged or charged under clause 3.1 to clause 3.2 inclusive.

3.4 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.3.

3.5 Automatic crystallisation of floating charge

The floating charge created by clause 3.3 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

3.5.1 the Chargors:

3.5.1.a creates, or attempts to create, without the prior written consent of the Noteholder, Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this Deed or the Loan Note Instrument); or

3.5.1.b disposes, or attempts to dispose, of all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);

3.5.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets;

3.5.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargors; or

3.5.4 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed

3.6 Crystallisation of floating charge by notice

Except as provided in clause 3.7, the Noteholder may, in its sole discretion, by written notice to the Chargors, convert the floating charge created under this Deed into a fixed charge as regards any part of the Secured Assets specified by the Noteholder in that notice if:

3.6.1 an Event of Default is continuing; or

3.6.2 the Noteholder considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

3.7 Part A1 moratorium

3.7.1 Subject to paragraph (b) below, the floating charge created by clause 3.3 may not be converted into a fixed charge solely by reason of obtaining a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986.

3.7.2 Paragraph (a) above does not apply to any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

3.8 Assets acquired after any floating charge has crystallised

Any asset acquired by the Chargors after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Noteholder confirms otherwise to the Chargors in writing) be charged to the Noteholder by way of first fixed charge.

7 INTELLECTUAL PROPERTY AND CLIENT DATABASE COVENANTS

7.1 Transfer of Intellectual Property

- 7.1.1 The Chargors and KGL shall ensure that the ownership of all material Intellectual Property existing as at the date of this Agreement (including but not limited to the Intellectual Property set out in Schedule 2) and all future material Intellectual Property relating to KGL, KTL and KREL shall be held by KTL and shall not be transferred to any other party without the prior written consent of the Noteholder (not to be unreasonably withheld or delayed).
- 7.1.2 The Chargors and KGL shall ensure that the ownership of all client and contact databases relating to KREL ("Client and Contact Databases") shall be held by KREL and shall not be transferred to any other party without the prior written consent of the Noteholder (not to be unreasonably withheld or delayed).

7.1.3 Notwithstanding clauses 7.1.1 and 7.1.2 above, KTL or KREL (as relevant) may at any time grant to any other member of the Group an authorisation, permit or licence to use and access any Intellectual Property and/or Client and Contact Databases (provided that any such authorisation, permit or licence is revokable and/or terminable immediately by the licensor on written notice).

7.2 Preservation of rights

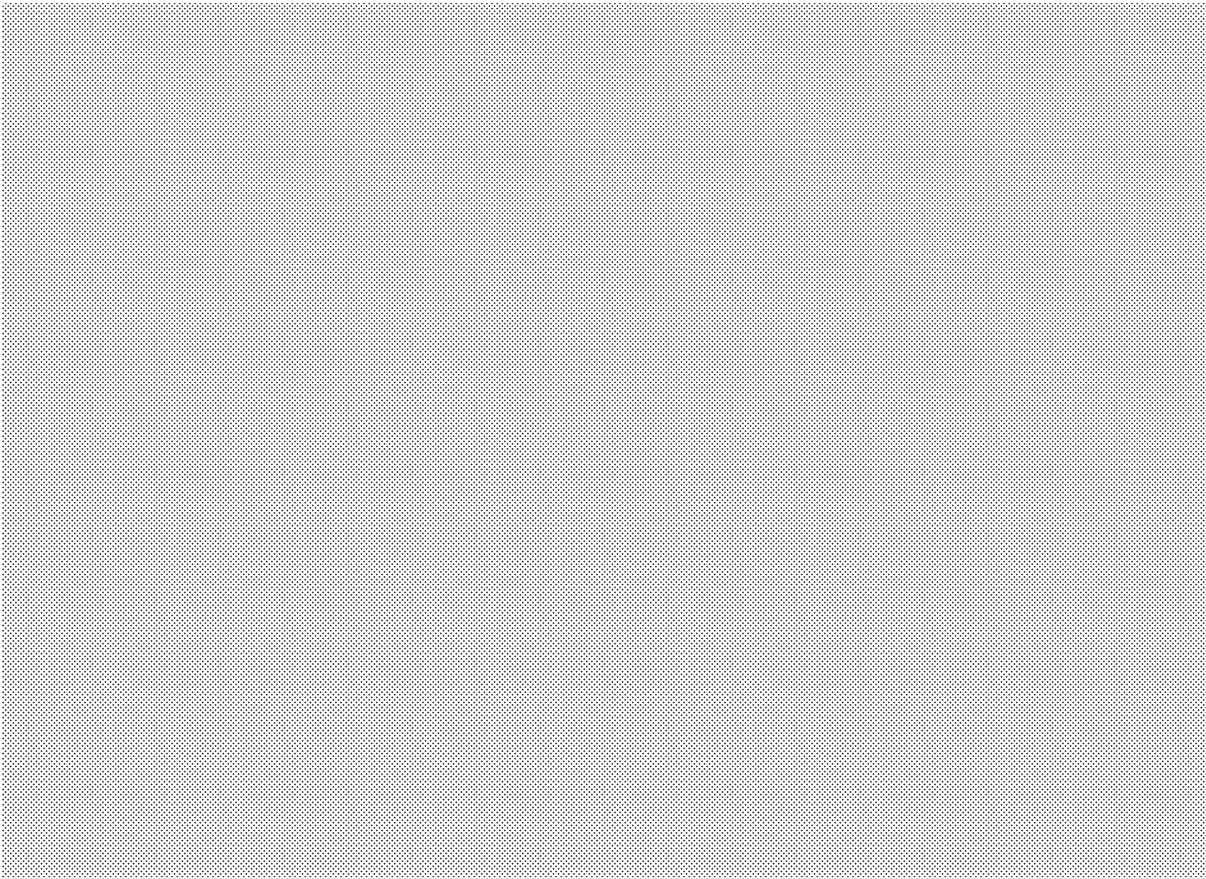
The Chargors shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

7.3 Registration of Intellectual Property

The Chargors shall use all reasonable efforts to register applications for the registration of any Intellectual Property and shall keep the Noteholder informed of all matters relating to each such registration.

7.4 Maintenance of Intellectual Property

The Chargors shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.



28 GOVERNING LAW AND JURISDICTION

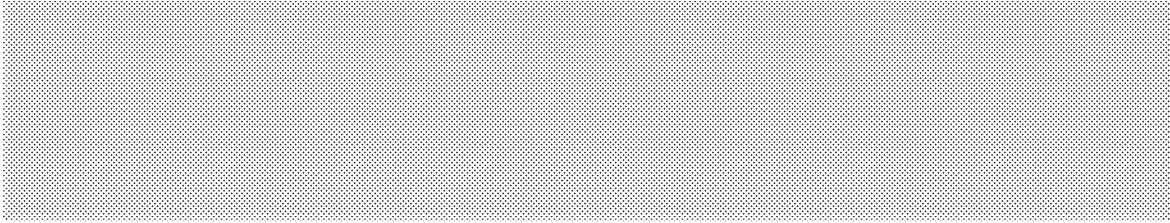
28.1 Governing law

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

28.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Noteholder to take proceedings against the Chargors in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking

of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.



In witness whereof this document has been executed and delivered on the date first stated above.


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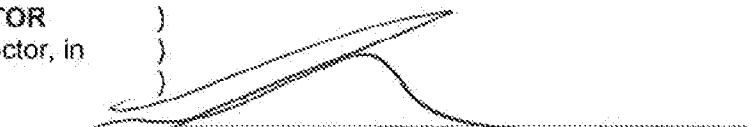
SCHEDULE 2 INTELLECTUAL PROPERTY

Kontor Technology Limited

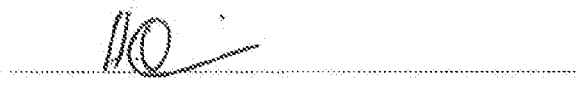
1. Registered trade marks and applications

Country	Mark	Status	App/Reg no.	Filing date	Classes
US	KONTOR	Registered	4876174	12/12/2014	42
US		Registered	6920891	18/05/2021	36

EXECUTED as a DEED by KONTOR
GROUP LIMITED acting by a director, in
the presence of:


Director

Signature of Witness:



Name:

HAROLD WHITE

Address

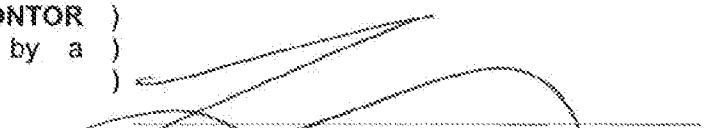
London Square, one Cross Lanes,

Edgware GUYLTON

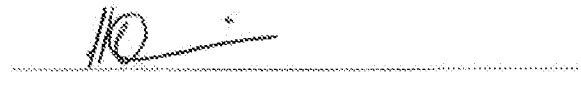
Occupation:

Solicitor

EXECUTED as a DEED by KONTOR
TECHNOLOGY LIMITED acting by a
director, in the presence of:


Director

Signature of Witness:



Name:

HAROLD WHITE

Address

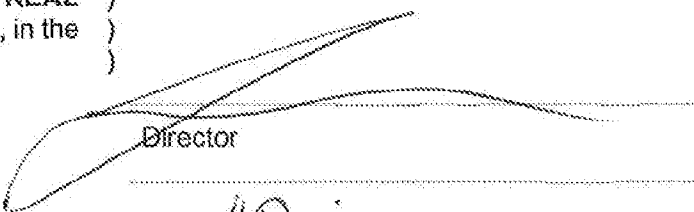
London Square, one Cross Lanes,

Edgware GUYLTON

Occupation:

Solicitor

EXECUTED as a DEED by KONTOR REAL)
ESTATE LIMITED acting by a director, in the)
presence of:)


Director

Signature of Witness:



Name:

Howard WHITE

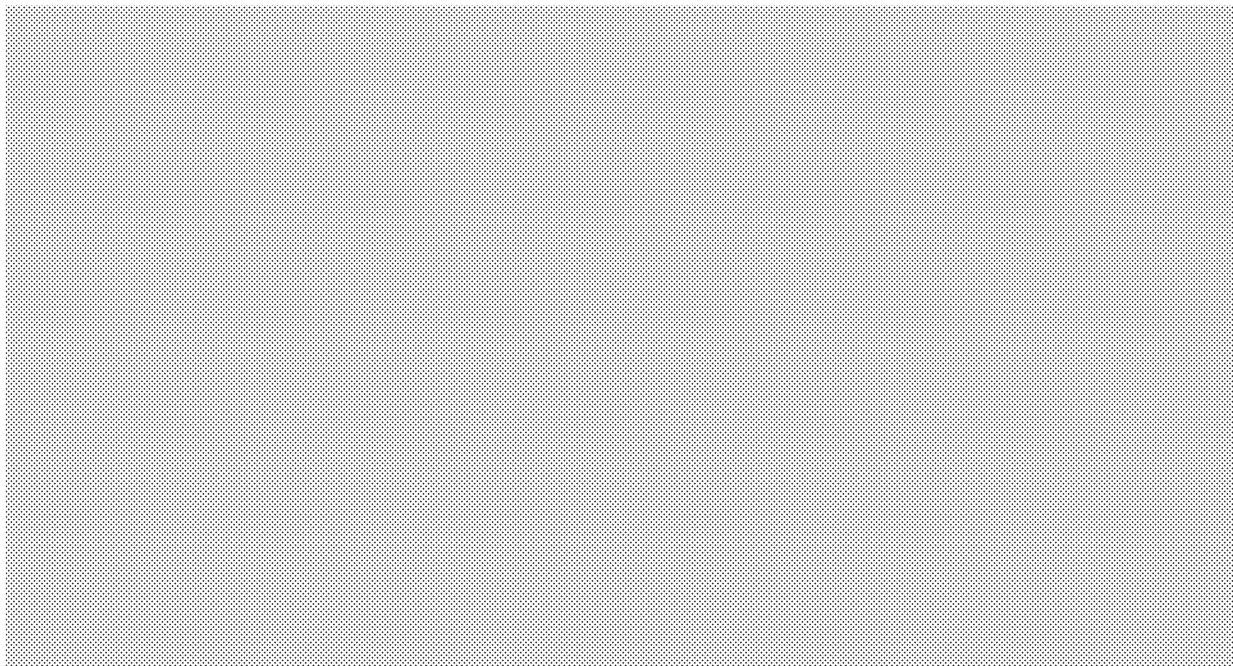
Address

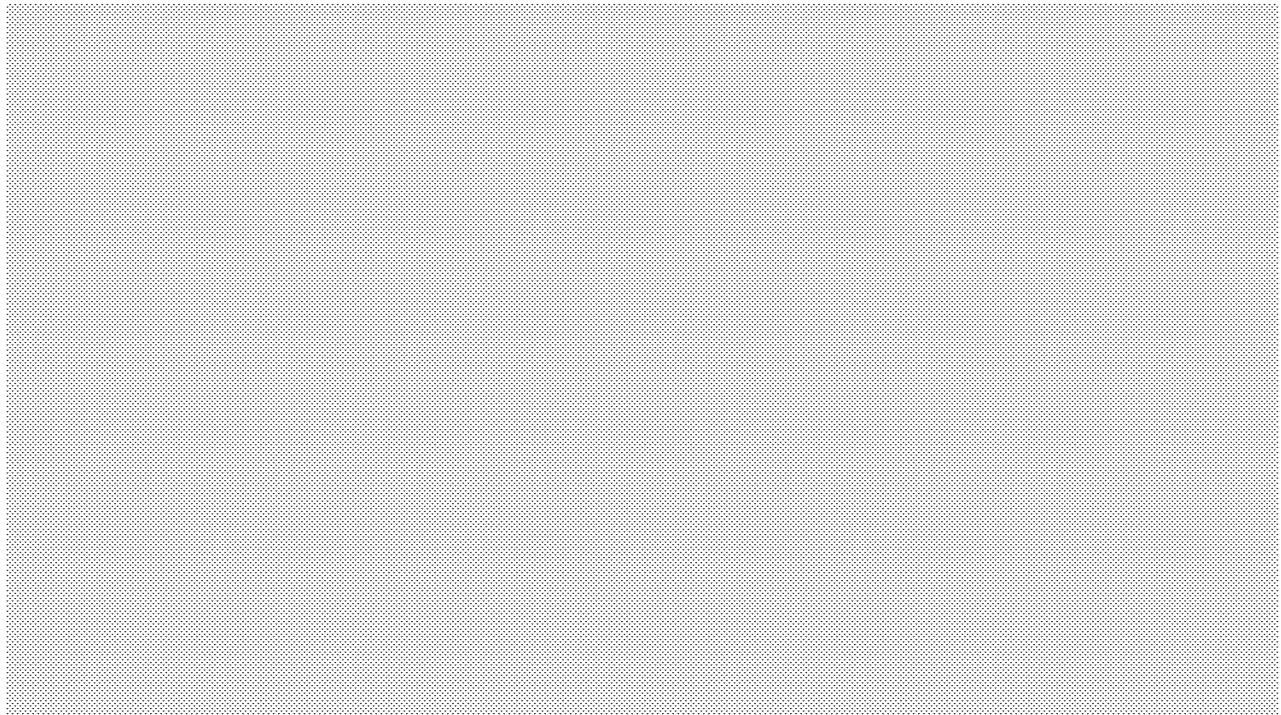
London square, One Cross Street

Guildford GU1 1UN

Occupation:

Solicitor.





EXECUTED as a DEED
LUKE APPLEBY, in the presence of:

by)
)
)

DocuSigned by:
Luke Appleby
A7C02A63387451

Signature of Witness:

DocuSigned by:
Katy Letch
C653A92E6F247B...

Name:

katy Letch

Address

52 Scotts Road, London

E10 6LW

Occupation:

Chartered Surveyor