

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM873216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIMPLIT SpA, a Sociedad por Acciones		02/01/2024	Corporation: CHILE
RECEIVING PARTY DATA			
Name:	PARTNERS FOR GROWTH VII, L.P.		
Street Address:	1751 TIBURON BLVD.		
City:	TIBURON		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7093385	SIMPLIROUTE	
CORRESPONDENCE DATA			
Fax Number:	4154657308		
<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:	4153813283		
Email:	ben@greenspan-law.com		
Correspondent Name:	BENJAMIN GREENSPAN		
Address Line 1:	620 LAGUNA ROAD		
Address Line 4:	MILL VALLEY, CALIFORNIA 94941		
NAME OF SUBMITTER:	Benjamin Greenspan		
SIGNATURE:	/BG2/		
DATE SIGNED:	02/01/2024		
Total Attachments: 4			
source=2024-02-01 USPTO ETAS Exhibit USA Trademark#page1.tif			
source=2024-02-01 USPTO ETAS Exhibit USA Trademark#page2.tif			
source=2024-02-01 USPTO ETAS Exhibit USA Trademark#page3.tif			
source=2024-02-01 USPTO ETAS Exhibit USA Trademark#page4.tif			

OP \$40.00 7093385

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice ("Trademark Agreement") is executed as of February 1, 2024 by SIMPLIT SpA, a sociedad por acciones incorporated in Chile on July 25, 2014, identified with Tax ID No. 76.403.266-7, with its address at Holanda 100, of 606, Providencia, Región Metropolitana, Santiago, Chile 7510021 ("Assignor") and Partners for Growth VII, L.P., 1751 Tiburon Blvd., Tiburon, California 94920 ("Assignee") pursuant to an Loan and Security Agreement (the "Loan Agreement"), certain other Loan Documents and an Intellectual Property Security Agreement ("IPSA") of even date herewith by and between Assignor, its Affiliate Assignors and Assignee. Capitalized terms not defined herein have their meanings as set forth in the Loan Agreement and IPSA, as the case may be.

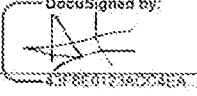
WHEREAS, Assignor is the owner of certain trademarks, including all applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to the Group of which Assignor is the Group Parent entity, on the express condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Agreement) a security interest and Lien in favor of Assignee in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the Loan Documents;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and Lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of the Loan Documents providing therefor.

Executed as of the date first above written.

Assignor:
SIMPLIT SpA

By:  _____
Name: ALVARO ECHEVERRIA
Its: CEO

Assignee:
PARTNERS FOR GROWTH VII, L.P.

By: _____
Name: Geoff Allan
Title: Manager, Partners for Growth VII, LLC
Its General Partner

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice ("Trademark Agreement") is executed as of February 1, 2024 by SIMPLIT SpA, a sociedad por acciones incorporated in Chile on July 25, 2014, identified with Tax ID No. 76.403.266-7, with its address at Holanda 100, of 606, Providencia, Región Metropolitana, Santiago, Chile 7510021 ("Assignor") and Partners for Growth VII, L.P., 1751 Tiburon Blvd., Tiburon, California 94920 ("Assignee") pursuant to an Loan and Security Agreement (the "Loan Agreement"), certain other Loan Documents and an Intellectual Property Security Agreement ("IPSA") of even date herewith by and between Assignor, its Affiliate Assignors and Assignee. Capitalized terms not defined herein have their meanings as set forth in the Loan Agreement and IPSA, as the case may be.

WHEREAS, Assignor is the owner of certain trademarks, including all applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit I hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to the Group of which Assignor is the Group Parent entity, on the express condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Agreement) a security interest and Lien in favor of Assignee in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the Loan Documents;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and Lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of the Loan Documents providing therefor.

Executed as of the date first above written.

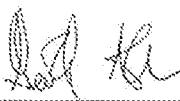
Assignor:
SIMPLIT SpA

By: _____

Name: _____

Its: _____

Assignee:
PARTNERS FOR GROWTH VII, L.P.

By:  _____


Name: Geoff Allan

Title: Manager, Partners for Growth VII, LLC
Its General Partner

EXHIBIT 1

SIMPLIT SpA

Trademark Schedule

Serial Number – Reg. Number	Date	Mark / Class	Filing Country	Owner
7,093,385	June 24, 2023	 SimpliRoute	USA	SIMPLIT SpA