

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI49157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BetterView Marketplace, Inc.		02/23/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Bain Capital Credit, LP, as Collateral Agent		
Street Address:	200 Clarendon Street		
Internal Address:	1117 S. California Avenue		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97360253	BETTERVIEW	
CORRESPONDENCE DATA			
Fax Number:	6503201918		
<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:	6503201818		
Email:	dianabentz@paulhastings.com		
Correspondent Name:	Ms. Diana Bentz		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	1117 S. California Avenue		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	49394.00003		
NAME OF SUBMITTER:	Diana Bentz		
SIGNATURE:	Diana Bentz		
DATE SIGNED:	02/23/2024		
Total Attachments: 5			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of February 23, 2024, is made by BetterView Marketplace, Inc., a Delaware corporation (the “Grantor”), in favor of Bain Capital Credit, LP, as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Syndicated Facility Agreement, dated as of December 2, 2022 (as amended by that certain Amendment No. 1 and Joinder Agreement No. 1, dated as of December 15, 2023, and as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Atlas AU Bidco Pty Ltd (ACN 661 798 465), an Australian proprietary company limited by shares, (“AUS Borrower”), U.S. Borrower (U.S. Borrower together with AUS Borrower, collectively, jointly and severally, the “Borrowers”), U.S. Holdings, Atlas AU Holdco Pty Ltd (ACN 661 797 904), an Australian proprietary company limited by shares (“AUS Holdings”; together with U.S. Holdings, “Holdings”), the lending institutions from time to time party thereto, Bain Capital Credit, LP, as the Administrative Agent and as the Collateral Agent and Global Loan Agency Services Australia Nominees Pty Ltd (ACN 608 945 008), as Security Trustee.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of December 2, 2022 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrowers and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrowers and/or their respective Restricted Subsidiaries, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as context dictates.

2. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations;

provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (or any corresponding filing under applicable local law, including the PPSA). The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Security Trustee Limitation of Liability. The Security Trustee enters into this Agreement as trustee of the Security Trust (as defined in the Security Trust Deed) established under the Security Trust Deed and subject to the limitations of liability contained in the Security Trust Deed, including clause 1.11 (Security Trustee's Limitation of Liability & Capacity) of the Security Trust Deed (which applies to this Agreement as if set out in full, mutatis mutandis).

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

6. Counterparts. The provisions of Section 8.7 of the Security Agreement are incorporated herein by reference, mutatis mutandis.

7. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BETTERVIEW MARKETPLACE, INC.,
as the Grantor


By: Andy Watt
Name: Andrew Watt
Title: Secretary

BAIN CAPITAL CREDIT, LP,
as the Collateral Agent

By: _____
Name:
Title:

[Signature Page to Grant of Security Interest in Trademark Rights]

BAIN CAPITAL CREDIT, LP,
as the Collateral Agent

DocuSigned by:

By: _____
Name: Rohan Kapoor
Title: Senior Vice President and Head of
Operations

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 008353 FRAME: 0407

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>Country</u>
Betterview Marketplace, Inc.	97360253	-	BETTERVIEW	United States of America