

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI9359

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PAGAYA TECHNOLOGIES LTD.		02/02/2024	Company: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	ACQUIOM AGENCY SERVICES LLC, as Administrative Agent		
<b>Street Address:</b>	950 17th Street, Suite 1400		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90779289	PAGAYA	
<b>Serial Number:</b>	97680263		
<b>Serial Number:</b>	97680266	PAGAYA	
<b>Serial Number:</b>	97680248	WE WILL WIN, IF OUR PARTNERS AND INVESTORS WIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	3125778438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	Raquel Haleem		
<b>DATE SIGNED:</b>	02/16/2024		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is made as of February 2, 2024 by the company listed on the signature page hereto (“*Grantor*”), in favor of **ACQUIOM AGENCY SERVICES LLC**, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, together with its successors and permitted assigns, the “*Administrative Agent*”).

### RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to **PAGAYA TECHNOLOGIES LTD.**, a company organized under the laws of Israel (“*Pagaya Parent*”), **PAGAYA US HOLDING COMPANY LLC**, a Delaware limited liability company (“*US Borrower*”, and together with Pagaya Parent, individually, each a “*Borrower*” and collectively, the “*Borrowers*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among the Borrowers, the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), **VALLEY NATIONAL BANK**, as the Issuing Lender and the Swingline Lender, and Administrative Agent (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”). Unless otherwise defined or specified herein, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to the Borrowers under the Credit Agreement, the Borrowers, and each other grantor party thereto, have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, amended and restated, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties made such financial accommodations to the Borrowers, upon the condition, among others, that the Borrowers and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether then existing or arising thereafter).

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Borrowers and each other Grantor party thereto have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all the Collateral, including the Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, the parties hereto agree as follows:

### AGREEMENT

Grantor grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all Copyrights, Patents, and Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest, including those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively, including all

claims and the right to sue for any infringement or other violation thereof, including the right to receive all proceeds and damages therefrom, all goodwill associated with any such Trademarks, and all reissues, divisions and extensions of any such Patents (and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and rights to obtain any reissues, divisions or extensions of the foregoing), and all other rights, priorities and privileges, in each case throughout the world, in, to or under such Patent, Trademarks and Copyrights (but excluding, for the avoidance of doubt, any Excluded Assets, including any Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such Trademark, unless and until evidence of use of the Trademark has been filed with, and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.)) (collectively, the "**Intellectual Property Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or arising hereafter).

This security interest granted hereunder is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

Upon the Discharge of Obligations, Administrative Agent shall execute, acknowledge and deliver to the Borrowers an instrument or instruments in writing in recordable form releasing its security interest in the Intellectual Property Collateral.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including delivery by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import herein and in this Intellectual Property Security Agreement or in any amendment or other modification hereof (including any waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.


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**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

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GRANTOR:

PAGAYA TECHNOLOGIES LTD.

By:    
Name: Gal Krubiner   
Title: Chief Executive Officer

By: \_\_\_\_\_   
Name: Amol Naik   
Title: Chief Operating Officer

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

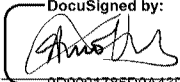
GRANTOR:

PAGAYA TECHNOLOGIES LTD.

By: \_\_\_\_\_

Name: Gal Krubiner

Title: Chief Executive Officer

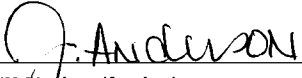
By:  \_\_\_\_\_

Name: Amol Naik

Title: Chief Operating Officer

**ADMINISTRATIVE AGENT:**

**ACQUIOM AGENCY SERVICES LLC**

  
Name: Jennifer Anderson  
Title: Senior Director

**EXHIBIT A**

**COPYRIGHTS**

Registered U.S. Copyrights

None.

Pending U.S. Copyright Applications

None.



**EXHIBIT B**

**PATENTS**

Issued U.S. Patents

None.



Pending U.S. Patent Applications

None.

EXHIBIT C

TRADEMARKS

Registered U.S. Trademarks

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
Pagaya Technologies Ltd.	United States	90779289	06/17/2021	7082997	06/20/2023	PAGAYA
Pagaya Technologies Ltd.	United States	97680263	11/16/2022	7236321	12/05/2023	 PAGAYA
Pagaya Technologies Ltd.	United States	97680266	11/16/22	7236322	12/05/2023	 PAGAYA

Pending U.S. Trademark Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
Pagaya Technologies Ltd.	United States	97680248	11/16/2022	WE WILL WIN, IF OUR PARTNERS AND INVESTORS WIN