

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT1443172

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SumUp, Inc.	08/20/2024
RECEIVING PARTY DATA	
Company Name:	Kroll Trustee Services Limited, as Security Agent
Street Address:	3 London Bridge Street
Internal Address:	The News Building - Level 6
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SE1 9SG
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	11823158
Patent Number:	11829984
Patent Number:	11488133
Patent Number:	D916954
CORRESPONDENCE DATA	
Fax Number:	2127514864
<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:	2129061216
Email:	angela.amaru@lw.com
Correspondent Name:	Angela M Amaru
Address Line 1:	Latham & Watkins LLP
Address Line 2:	1271 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	028878-0298
NAME OF SUBMITTER:	Angela Amaru
SIGNATURE:	Angela Amaru
DATE SIGNED:	08/21/2024
Total Attachments: 6	

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of August 20, 2024 (this “**Agreement**”), is made by SumUp, Inc. (the “**Grantor**”) in favor of Kroll Trustee Services Limited, as security agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “**Security Agent**”).

WHEREAS, pursuant to that certain Senior Facilities Agreement, dated as of April 25, 2024, by and among SUMUP HOLDINGS LUXEMBOURG, a private limited liability company (*société à responsabilité limitée*) organized and existing under the laws of Luxembourg, the Grantor, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Senior Facilities Agreement**”), the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and conditions set forth therein, to the Grantor; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Grantor under the Senior Facilities Agreement, the Grantor entered into a U.S. Security Agreement, dated as of August 20, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**U.S. Security Agreement**”), between the Grantor and the Security Agent, pursuant to which the Grantor assigned, transferred and granted to the Security Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below);

WHEREAS, pursuant to the U.S. Security Agreement, the Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Security Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Security Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the U.S. Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Senior Facilities Agreement.

SECTION 2. Grant of Security Interest.

The Grantor hereby collaterally assigns and pledges to the Security Agent, and hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent 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:

all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including without limitation: (i) each patent and patent application listed in Schedule A attached hereto (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto and (vi) all other rights of any accruing thereunder or pertaining thereto throughout the world (collectively, “**Patents**”).

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the U.S. Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT, AND ANY CLAIM OR DISPUTE (WHETHER SOUNDING IN CONTRACT, TORT, STATUTE OR OTHERWISE) RELATING TO THIS AGREEMENT OR THAT RELATIONSHIP SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH LAW OF THE STATE OF NEW YORK INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING ANY OTHER CONFLICT OF LAW RULES THAT WOULD LEAD TO THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. IF THE LAW OF A JURISDICTION OTHER THAN NEW YORK IS, UNDER SECTION 1-301(C) OF THE UCC, MANDATORILY APPLICABLE TO THE PERFECTION, PRIORITY OR ENFORCEMENT OF ANY SECURITY INTEREST GRANTED UNDER THIS AGREEMENT IN RESPECT OF ANY PARTICULAR PATENT COLLATERAL, THAT OTHER LAW SHALL APPLY SOLELY TO THE MATTERS OF PERFECTION, PRIORITY OR ENFORCEMENT TO WHICH IT IS MANDATORILY APPLICABLE.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed

counterpart of this Agreement. The words “execute,” “execution,” “signed,” “signature,” and words of like import in or related to this Agreement or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Security Agent, 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; provided that notwithstanding anything contained herein to the contrary the Security Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Security Agent pursuant to procedures approved by it.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUMUP, INC.,
as Grantor

By: Andrew Helms
Name: Andrew G. Helms
Title: President

Accepted and Agreed:

KROLL TRUSTEE SERVICES LIMITED,
as Security Agent

By: _____
Name:
Title:


IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUMUP, INC.,
as Grantor

By: _____
Name:
Title:

Accepted and Agreed:

KROLL TRUSTEE SERVICES LIMITED,
as Security Agent

By: 
Name:
Title: Fani Dimopoulou
Authorised Signatory

[Signature Page to Patent Security Agreement]

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Utility Patents:

Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Owner
Add-on application for point of sale device	USA	17/931475	09/12/2022	11823158	11/21/2023	SUMUP, INC.
Add-on application for point of sale device	USA	17/931476	09/12/2022	11829984	11/28/2023	SUMUP, INC.
Add-on application for point of sale device	USA	16/449275	6/21/2019	11488133	11/1/2022	SUMUP, INC.

Design Patents:

Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Owner
POINT-OF-SALE TERMINAL	USA	29/698,124	07/15/2019	D916,954	04/20/2021	SUMUP, INC.