

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUPERPEDESTRIAN, INC.		12/20/2021	Corporation: DELAWARE
SUPERPEDESTRIAN IPCO, LLC		12/20/2021	Limited Liability Company: DELAWARE
SUPERPEDESTRIAN IP HOLDCO, LLC		12/20/2021	Limited Liability Company: DELAWARE
LINK YOUR CITY, INC.		12/20/2021	Corporation: DELAWARE
ZAGSTER ACQUISITION COMPANY, LLC		12/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as the Collateral Agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5177015	SUPERPEDESTRIAN	
Registration Number:	5259261	S	
Registration Number:	5166158	S	
Registration Number:	5326720	COPENHAGEN WHEEL	
Registration Number:	4291020	ZAGSTER	
Serial Number:	97087819	SUPERPEDESTRIAN	
Serial Number:	97087896	SUPERPEDESTRIAN	
Serial Number:	97087899	SUPERPEDESTRIAN	
Serial Number:	97087902	SUPERPEDESTRIAN	
Serial Number:	97087904	SUPERPEDESTRIAN	
Serial Number:	97087913	SUPERPEDESTRIAN	
CORRESPONDENCE DATA			

CH \$290.00 5177015

Fax Number: 2125305219

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.

Phone: 2125305878

Email: dcip@milbank.com, jgarces@milbank.com

Correspondent Name: John Garces, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	32643.00050
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NAME OF SUBMITTER:	John Garces
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SIGNATURE:	/John Garces/
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DATE SIGNED:	12/29/2021
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Total Attachments: 6

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GRANT OF A SECURITY INTEREST –TRADEMARKS

December 20, 2021

WHEREAS, the grantors listed on the signature pages to the Pledge and Security Agreement (as defined below) (each, a “Grantor” and, collectively, the “Grantors”) have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated as of December 20, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), in favor of U.S. BANK NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement) (in such capacity, together with its successors and permitted assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors have granted to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Pledge and Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein mutatis mutandis by reference as if fully set forth herein.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned have caused this Grant of a Security Interest – Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set above.

SUPERPEDESTRIAN, INC., a Delaware corporation

By: Assaf Biderman
Name: Assaf Biderman
Title: Chief Executive Officer

SUPERPEDESTRIAN IPCO, LLC, a Delaware limited liability company

By: Assaf Biderman
Name: Assaf Biderman
Title: Chief Executive Officer

SUPERPEDESTRIAN IP HOLDCO, LLC a Delaware limited liability company

By: Assaf Biderman
Name: Assaf Biderman
Title: Chief Executive Officer

LINK YOUR CITY, INC., a Delaware corporation

By: Assaf Biderman
Name: Assaf Biderman
Title: President, Treasurer and Secretary

ZAGSTER ACQUISITION COMPANY, LLC, a Delaware limited liability company

By: Assaf Biderman
Name: Assaf Biderman
Title: President