

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI171980

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	DEED OF OMNIBUS PLEDGE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HAPP ACQUISITIONCO B.V.		04/12/2024	Besloten Vennootschap Met Beperkte Aansprakelijkheid (Bvba): NETHERLANDS
GLOBAL INVESTMENTS HOLDING B.V.		04/12/2024	Besloten Vennootschap Met Beperkte Aansprakelijkheid (Bvba): NETHERLANDS
SUZOHAPP NETHERLANDS B.V.		04/12/2024	Besloten Vennootschap Met Beperkte Aansprakelijkheid (Bvba): NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	CERBERUS BUSINESS FINANCE, LLC		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2081253	CUBE HOPPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026375910		
<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>	2026375600		
<b>Email:</b>	DCTrademark@hoganlovells.com		
<b>Correspondent Name:</b>	Brendan C. Quinn		
<b>Address Line 1:</b>	555 13th Street NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	040321.000017		
<b>NAME OF SUBMITTER:</b>	MICHAEL BOWMAN		
<b>SIGNATURE:</b>	MICHAEL BOWMAN		

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**DATE SIGNED:**

04/17/2024

**Total Attachments: 67**

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**DEED OF OMNIBUS PLEDGE**

by and between

**CERBERUS BUSINESS FINANCE, LLC**

as Pledgee

and

**HAPP ACQUISITIONCO B.V.,**

**GLOBAL INVESTMENTS HOLDING B.V.,**

and

**SUZHAPP NETHERLANDS B.V.,**

as Pledgors

in relation to  
Bank Account Rights, Intercompany Rights, Receivables Rights, Movables Rights, IP Rights, and  
Insurance Rights

Dated 12 April 2024

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**THE UNDERSIGNED:**

1. **CERBERUS BUSINESS FINANCE, LLC**, a limited liability company organized under the laws of the State of Delaware, United States of America, having its registered office at 875 Third Avenue, New York, New York 10022, United States of America (in its capacity as Collateral Agent (as defined in the Amended and Restated Financing Agreement, and/or in its capacity as sole creditor under the Foreign Parallel Debt in both capacities, the **Pledgee**); and
2. **HAPP ACQUISITIONCO B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, having its registered office (*statutaire zetel*) at Amsterdam, the Netherlands, and its principal place of business at Rijnzathe 12, 3454 PV De Meern, the Netherlands, registered at the Trade Register (*Handelsregister*) of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 34217462 (**Pledgor I**);
3. **GLOBAL INVESTMENTS HOLDING B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, having its registered office (*statutaire zetel*) at Rotterdam, the Netherlands, and its principal place of business at Rijnzathe 12, 3454 PV De Meern, the Netherlands, registered at the Trade Register (*Handelsregister*) of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 23083980 (**Pledgor II**); and
4. **SUZHAPP NETHERLANDS B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, having its registered office (*statutaire zetel*) at Rotterdam, the Netherlands, and its principal place of business at Rijnzathe 12, 3454 PV De Meern, the Netherlands, registered at the Trade Register (*Handelsregister*) of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 23084035 (**Pledgor III**);

The parties as described above under 2. up to and including 4. hereinafter collectively referred to as the **Pledgors**. The Pledgee and the Pledgors hereinafter collectively referred to as the **Parties** and individually as a **Party**.

**WHEREAS:**

- A. the Pledgors have or will have payment obligations towards the Pledgee under or pursuant to the Foreign Parallel Debt;

- B. the purpose of this Deed is to create additional security rights pursuant to the Amended and Restated Financing Agreement in favour of the Pledgee, in the form of a right of pledge (*pandrecht*) within the meaning of section 3:227 and following DCC as security for the Secured Obligations; and
- C. it is explicitly understood that the security created under or pursuant to this Deed shall be in addition to the existing security created pursuant to the omnibus deed of pledge between the Parties dated 17 July 2012 (the **Existing Deed of Pledge**) which shall continue to exist as far as possible.

**IT IS HEREBY AGREED AS FOLLOWS:**

**PART 1: GENERAL ARTICLES**

**ARTICLE 1. DEFINITIONS AND INTERPRETATION**

- 1.1 Unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the Loan Documents have the same meanings when used in this Deed.
- 1.2 In this Deed, in general, the following capitalised words shall have the meaning referred to below:

<b>Amended and Restated Financing Agreement</b>	: means the financing agreement originally dated 13 March 2015 and made between - among others – each of SuzoHapp Inc., SuzoHapp Americas LLC, Pledgor II and Pledgor III as borrower, the Pledgee as collateral agent and PNC Bank, National Association as administrative agent as most recently amended by the Amendment no.15 to Amended and Restated Financing Agreement and Sponsor Agreement dated 9 February 2024 between, among others, the Pledgors and the Pledgee;
<b>Article</b>	: means an article of this Deed;
<b>DCC</b>	: means the Dutch Civil Code ( <i>Burgerlijk Wetboek</i> );
<b>Deed</b>	: means this deed of omnibus pledge;
<b>Debtor</b>	: means any person who is a debtor as to the performance of any Right;
<b>Enforcement Event</b>	: means the occurrence of an Event of Default which is continuing and which constitutes a default ( <i>verzuim</i> ) within the meaning of section 3:248 DCC in the performance of any of the Secured Obligations;



- Loan Documents** : has the meaning given to that term in the Amended and Restated Financing Agreement;
- Pledge** : means a right of pledge created under this Deed;
- Registration Authorities** : means (i) the Netherlands Tax Authorities in Rotterdam, the Netherlands (*Belastingdienst*) and (ii) any other authority, office, body or registrar with whom agreements can be registered or filed;
- Rights** : means all Bank Account Rights, Intercompany Rights, Receivables Rights, Movables Rights, IP Rights and Insurance Rights, assets, receivables, claims and other property of whatever kind and nature of any Pledgor in respect of which the Pledgee from time to time acquires a Pledge under or pursuant to this Deed or, if the context permits, in which the Pledgee is entitled to acquire or should have acquired such Pledge;
- Secured Obligations** : means (i) all present and future monetary payment obligations and liabilities (whether actual or contingent and whether owed jointly or severally) of each Foreign Obligor to the Pledgee, and (ii) under or in connection with each Foreign Parallel Debt of each Foreign Obligor (and if at any time the Foreign Obligations due to the Pledgee cannot be validly secured by means of the Foreign Parallel Debt, such Foreign Obligations will themselves be the secured obligations); and
- Security** : means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

1.3 In this Deed, in relation to the pledge on bank accounts, the following capitalised words shall have the meaning referred to below:

- Account Bank** : means any person with whom a Bank Account is maintained from time to time;
- Bank Account** : means each current and future bank account (whether a current account, a deposit account or otherwise) which any of the Pledgors maintains in the Netherlands with a bank, financial institution or other person from time to time;
- Bank Account Debtor** : means each person listed in Schedule 1 (*Bank Accounts*) and each person who becomes an Account Bank; and
- Bank Account Rights** : means all and any present and future rights of each of the Pledgors to receive payments (including rights to

repayment of principal, payment of interest, payment of damages, payments of compensation and indemnity amounts and payments of other amounts), whether due and payable or not and whether actual or contingent, under or in connection with any Bank Account.

1.4 In this Deed, in relation to the pledge on intercompany receivables, the following capitalised words shall have the meaning referred to below:

- Current Intercompany Rights** : means all Intercompany Rights due from time to time by Current Intercompany Debtors themselves and any right, title and interest of each of the Pledgors in and to such Intercompany Rights;
- Future Intercompany Rights** : means all Intercompany Rights due from time to time by Future Intercompany Debtors themselves and any right, title and interest of each of the Pledgors in and to such Intercompany Rights;
- Current Intercompany Debtor** : means each person who is an Intercompany Debtor on the date of this Deed as listed in Schedule 2 (*Intercompany Debtors*), Part 1;
- Future Intercompany Debtor** : means each person who becomes an Intercompany Debtor after the date of this Deed;
- Intercompany Debtor** : means a Current Intercompany Debtor or Future Intercompany Debtor; and
- Intercompany Rights** : means all and any present and future rights of each of the Pledgors to receive payments (including rights to repayment of principal, payment of interest, payment of damages, payment of compensation or indemnity amounts and payment of other amounts) or performance from any Intercompany Debtor under an agreement or instrument documenting any loan, credit or any other financial arrangement having similar effect, whether for monetary obligations, in kind or otherwise, whether presently existing or acquired in the future pursuant to a legal relationship not yet existing on the day of entering into this Deed or otherwise acquired in the future by of each of the Pledgors.

1.5 In this Deed, in relation to the pledge on receivables, the following capitalised words shall have the meaning referred to below:

- Current Rights** : means all and any rights of each of the Pledgors to receive payments (including rights to repayment of principal, payment of interest, payment of damages, payment of compensation or indemnity amounts and payment of other amounts) or performance from any person, whether for monetary obligations, in kind or otherwise, whether currently existing or acquired by each of the Pledgors directly pursuant to a currently existing legal relationship, whether due and payable or not and whether actual or contingent and all such other receivables which are capable of being pledged hereunder, in each case, other than Bank Account Rights, Intercompany Rights, IP Rights and Insurance Rights;
- Future Rights** : means all and any rights of each of the Pledgors to receive payments (including rights to repayment of principal, payment of interest, payment of damages, payment of compensation or indemnity amounts and payment of other amounts) or performance from any person, whether for monetary obligations, in kind or otherwise, acquired in the future pursuant to a legal relationship not yet existing on the day of entering into this Deed or otherwise acquired in the future by each of the Pledgors, whether due and payable or not and whether actual or contingent, in each case, other than Bank Account Rights, Intercompany Rights, IP Rights and Insurance Rights;
- Pledge List** : has the meaning given thereto in Article 24.2; and
- Receivables Rights** : means all Current Receivables Rights and all Future Receivables Rights.

1.6 In this Deed, in relation to the pledge on movable assets, the following capitalised words shall have the meaning referred to below:

- Current Movable Rights** : means all Movable Assets owned by each of the Pledgors on the date of this Deed themselves and any right, title and interest of each of the Pledgors in and to such Movable Assets.
- Future Movable Rights** : means all Movable Assets that will be acquired by of each of the Pledgors after the date of this Deed themselves and any right, title and interest of each of the Pledgors in and to such Movable Assets;

- Movable Assets** : means any and all movable assets presently owned, conditionally owned or acquired after the date of this Deed including (but not limited to) all movable assets listed in Schedule 4 (*Current Movable Assets*);
- Movables Rights** : means all Current Movables Rights and all Future Movables Rights; and
- Warehouse** : means any person or organisation with whom Movable Assets are or will be stored or located from time to time.

1.7 In this Deed, in relation to the pledge on intellectual property rights, the following capitalised words shall have the meaning referred to below:

- Current Intellectual Property** : means all Intellectual Property in existence on the date of execution of this Deed (i) which are owned by each of the Pledgors at the date of execution of this Deed and/or (ii) to which each of the Pledgors is entitled at the date of execution of this Deed, the foregoing including (but not limited to) Intellectual Property listed in Schedule 5 (*Current Intellectual Property*), Part 1 (*IP Rights details*);
- Future Intellectual Property** : means each Intellectual Property which (i) is acquired after the date of execution of this Deed, (ii) is owned by each of the Pledgors after the date of execution of this Deed, (iii) to which each of the Pledgors becomes entitled after the date of execution of this Deed and/or (iv) is created by each of the Pledgors after the date of execution of this Deed;
- Intellectual Property** : means each of (i) all copyrights, including all rights to the IT and data carriers of the IT (such as CD-ROMs, floppy disks, tapes etc.), (ii) neighbouring rights, (iii) database rights, (iv) rights of chips and/or semiconductor products, (v) designs, (vi) patents, (vii) trademarks, (viii) trade names, (ix) Internet domain names, (x) trade secrets, (xi) know how, (xii) plant breeders' rights and (xiii) licensee rights, including the application for any such right that is or has been filed with the appropriate register for the application and/or registration and/or vesting of such right along with (xiv) any other asset or item which may reasonably be qualified as an intellectual property right;
- IP Rights** : means all Current Intellectual Property and all Future Intellectual Property themselves and any right, title and

- interest of each of the Pledgors in and to the Current Intellectual Property and all Future Intellectual Property;
- IT** : means all software and firmware relating to the financial administration of the business of each of the Pledgors and/or any of its members, their other business administration, their production processes and the operation of the business equipment, including the corresponding preliminary design materials, (instruction) manuals, handbooks, algorithms, flowcharts, source codes, object codes, modifications including any and all extensions, versions and releases as well as all documentation relating thereto; and
- Relevant Third Party** : means in relation to any IP Right not wholly-owned by one or more of the Pledgors or any IP Right licensed to another person by each Pledgor:
- (i) each owner, co-owner or licensor of any such IP Right;
  - (ii) each licensee of any such IP Right; and
  - (iii) each and any other person at any time liable for the performance of any such IP Right,
- including, in all such cases, persons liable for performance by any Relevant Third Party as listed above under (a) through (c), including guarantors, jointly and severally liable debtors and companies who have issued a statement of liability within the meaning of section 2:403 DCC.

1.8 In this Deed, in relation to the pledge on insurance rights, the following capitalised words shall have the meaning referred to below:

- Insurance Agreement** : means all and any present and future agreements of insurance and similar arrangement governed by Dutch law, from time to time, to which each Pledgor is a party or pursuant to which each Pledgor may become entitled to any payment, all of the foregoing irrespective of whether each Pledgor is loss payee, insured party or otherwise entitled thereunder or pursuant thereto and irrespective whether the insurance is an insurance for damages and/or losses, capital, or any other kind of insurance,

- including those as set out in Schedule 6, Part 1 (*Insurance Agreements and Insurance Companies*);
- Insurance Company** : means each and any insurance company and insurance broker or insurance intermediary, which is or becomes a party to or a broker or intermediary in connection with any Insurance Agreement or a debtor of any Insurance Rights, including those listed in Schedule 6, Part 1 (*Insurance Agreements and Insurance Companies*), and including any reinsurance company;
- Insurance Policy** : means each and any insurance policy including all annexes, attachments, schedules and exhibits to such policy; and
- Insurance Rights** : means all and any present and future rights of each Pledgor to receive payments (including rights to payment of insurances claims as well as capital claims, repayment of premium, principal, payment of interest, payment of damages, payment of compensation or indemnity amounts and payment of other amounts) or performance from any Debtor, whether for monetary obligations, in kind or otherwise, whether presently existing or acquired in the future pursuant to a legal relationship not yet existing on the day of entering into this Deed or otherwise acquired in the future by each Pledgor, whether due and payable or not and whether actual or contingent, and whether originated in current account or otherwise provided such rights are originated, due, owing or incurred under or pursuant to or in connection with Insurance Agreements provided each Pledgor is the beneficiary thereof and except in each case to the extent restricted from being pledged under section 7:954 paragraph 4 DCC.

1.9 Unless a contrary indication appears, any reference in this Deed to:

- 1.9.1 any "Foreign Obligor", the "Pledgors", the "Pledgee", the "Collateral Agent" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Collateral Agent, includes any person for the time being appointed as Security Agent in accordance with the Loan Documents;
- 1.9.2 a "Loan Document" will be deemed to include references to those agreements as they may be varied, amended, modified, novated or restated from time to time

including by way of increase of the facilities or addition of new facilities made available under them or accession or retirement of the parties to these agreements. Similarly, references in this Deed to Secured Obligations will be deemed to include any obligations which any of the Foreign Obligors may have to the Pledgee (or, with respect to the Foreign Parallel Debt, any of its successors or assignees) under or in connection with any Loan Document as they may be so varied, amended, modified, novated or restated from time to time (including by way of increase of the facilities made available under them or addition of new facilities, or by accession or retirement of parties to these agreements);

- 1.9.3 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- 1.9.4 a provision of law is a reference to that provision as amended or re-enacted; and
- 1.9.5 an Event of Default is "continuing" for the purposes of the Loan Documents if it has not been remedied or waived in writing by the Required Lenders or by each Lender affected thereby or by all Lenders, as applicable.
- 1.10 Any failure to satisfy a Secured Obligation when it falls due shall constitute a default (*verzuim*) in the performance thereof, without any demand (*sommatie*) or notice of default (*ingebrekestelling*) being required under or pursuant to this Deed;
- 1.11 Nouns, pronouns and verbs of the singular number shall be deemed to include the plural, and vice versa, and pronouns of the masculine gender shall be deemed to include the feminine and neuter, and vice versa, all as the context may require.
- 1.12 In this Deed "in writing" and "written" (*schriftelijk*) means a readable and reproducible message sent by way of letter, fax, email or any other means of electronic communication, unless otherwise stated in Dutch law.
- 1.13 The descriptive headings of the Deed are inserted for convenience only and shall not control or affect the meaning, construction or interpretation of any provision of this Deed.
- 1.14 The words "include", "includes", "inclusive" and "including" shall be deemed to be followed by the phrase "without limitation", unless the context requires otherwise or this Deed explicitly sets out otherwise.
- 1.15 Whenever used in this Deed the words "hereof", "herein" and similar words shall be construed as references to this Deed as a whole and not limited to the particular Article or subsection in which the reference appears, unless the context requires otherwise or this Deed explicitly sets out otherwise.

- 1.16 The words used in this Deed to express legal concepts, although in English, refer to Dutch legal concepts only and the consequences of the use of these words in English law or any other foreign law shall be disregarded.
- 1.17 In case of a conflict between, or inconsistency of, the provisions of this Deed and the contents of the Schedules thereto, the provisions of this Deed shall prevail.
- 1.18 No provision of this Deed shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision.
- 1.19 In case any Movable Asset has been transferred to the Pledgors under retention of title (*eigendomsvoorbehoud*) or any other condition precedent (*opschortende voorwaarde*), the Pledge extends to the conditional title and/or right (*het voorwaardelijk (eigendoms)recht*) with respect to such Movable Asset.
- 1.20 All Schedules to this Deed shall form an integral part hereof. References to Articles or Schedules shall be references to Articles and Schedules to this Deed.
- 1.21 This Deed is a Loan Document.

## **ARTICLE 2. UNDERTAKING TO PLEDGE AND CREATION OF PLEDGES**

- 2.1 Each Pledgor hereby agrees with the Pledgee and undertakes to grant or, as the case may be, grant in advance (*bij voorbaat*) a right of pledge to and in favour of the Pledgee over the Rights as security for the payment in full of the Secured Obligations. Notwithstanding the provision 12.09 of the Amended and Restated Facility Agreement, each Pledgor and the Pledgee hereby agree that the obligation to pledge will be governed by and interpreted in accordance with the laws of the Netherlands.
- 2.2 Each Pledgor hereby grants, or as the case may be, grants in advance a right of pledge to and in favour of the Pledgee over the Rights as security for the payment in full of the Secured Obligations, which right of pledge the Pledgee hereby accepts, where appropriate in advance.
- 2.3 Where (i) a disclosed right of pledge (*openbaar pandrecht*) or (ii) a possessory right of pledge (*vuistpandrecht*) is envisaged to be created hereunder or pursuant hereto, the Parties agree that (a) pending notification to the relevant debtor(s), upon registration of this Deed, a non-disclosed right of pledge (*stil pandrecht*), and (b) pending possession or control by the Pledgee, a non-possessory right of pledge (*bezitloos pandrecht*) respectively, will, to the extent possible under applicable laws, also be created and each covenant, undertaking, obligation and provision hereof will be construed accordingly.
- 2.4 All Pledges created hereunder and pursuant hereto will be first ranking (except for the pledges which may still be in existence pursuant to the Existing Deed of Pledge) to the extent possible and subject only to any Security over the relevant asset which is expressly



permitted by the terms of the Loan Documents and which is already expressed to be first ranking.

- 2.5 Where Pledges with a certain ranking (*rang*) are envisaged to be created hereunder or pursuant hereto, the Parties agree that, where such Pledges cannot be created with such ranking, such Pledges are still created, ranking immediately behind all earlier ranking rights, all without prejudice to the Pledgee's rights and remedies hereunder and pursuant hereto because the ranking envisaged to be created has not been achieved.
- 2.6 Any pledge of a Right hereunder or pursuant hereto shall expressly comprise all ancillary rights (*nevenrechten*), dependent rights (*afhankelijke rechten*) and limited rights (*bepaalde rechten*) vested in each Pledgor from time to time in respect of one or more of the Rights.
- 2.7 Where this is envisaged by any Loan Document, the Foreign Parallel Debt and the Rights will not be held on trust by the Pledgee, if and to the extent the same would adversely affect the interests of the Secured Parties.
- 2.8 The Pledgee hereby grants a revocable authorisation to each Pledgor to send and sign any notifications and supplemental pledges required under this Deed also on its behalf and to accept on behalf of the Pledgee any right of pledge created over the Rights after the date hereof including, without limitation, any Pledge envisaged to be created under any supplemental pledge, which authorisation permits such Pledgor to act or also act as the Pledgee's counterparty within the meaning of section 3:68 DCC.

### **ARTICLE 3. INFORMATION UNDERTAKINGS**

- 3.1 At the Pledgee's first request, each Pledgor must provide all information, evidence and documents relating to the Rights which the Pledgee may reasonably deem necessary to exercise its rights under this Deed (including the enforcement of its Pledges) and the perfection or protection of the Pledge.
- 3.2 Each Pledgor shall notify the Pledgee without delay of any attachment (*beslag*) levied on any Rights or any dispute with respect to any Rights if the attachment or dispute would have a material adverse effect on the Pledge.
- 3.3 Each Pledgor shall notify the Pledgee immediately of all circumstances of which it becomes aware which could affect the interests of the Pledgee, including but not limited to an application being filed for a Pledgor's bankruptcy (*faillissement*) or (provisional) suspension of payments (*(voorlopige) surséance van betaling*), a Pledgor being adjudicated bankrupt, a Pledgor being granted (provisional) suspension of payments, a Pledgor being unable to fully pay its debts in respect of taxes or social security premiums or planning to notify the relevant authorities thereof, an attachment being levied on (all or part of) the Rights, or an event analogous to any of the above occurring under the laws of any other jurisdiction.

- 3.4 At the Pledgee's first request, each Pledgor shall execute any further encumbrances and assurances in favor of, or for the benefit of the Pledgee, and do all acts and things as the Pledgee may reasonably deem necessary to exercise its rights under this Deed (including the enforcement of the Pledge) and for the perfection or protection of the Pledge.

#### **ARTICLE 4. REPRESENTATIONS AND WARRANTIES**

- 4.1 Each Pledgor represents and warrants to the Pledgee that on the date of this Deed, subject to any existing security created by or pursuant to the Existing Deed of Pledge:
- 4.1.1 it is entitled and fully authorised to pledge the Rights and has or will have, full power to dispose (*beschikkingsbevoegd*) of the Rights where relevant;
  - 4.1.2 and except as permitted under the Amended and Restated Financing Agreement, the Rights are not subject to any Security and no offer has been made or agreement entered into to create Security over the Rights other than in favour of the Pledgee and no attachment has been levied on the Rights;
  - 4.1.3 the Rights are capable of being pledged under and pursuant to this Deed and each Pledgor has not agreed to encumber the Rights or sold or agreed to sell the Rights;
  - 4.1.4 this Deed creates valid first ranking Pledge on the Rights; and
  - 4.1.5 the execution and performance of this Deed does not violate any agreement to which it is a party.
- 4.2 The representations and warranties in Article 4.1 are deemed to be repeated pursuant to the relevant provisions of the Amended and Restated Financing Agreement by each Pledgor on each day the Pledgor acquires Rights and with respect to the Rights then acquired by reference to the facts and circumstances existing at the time of repetition.

#### **ARTICLE 5. GENERAL UNDERTAKINGS**

- 5.1 Except as permitted under the Amended and Restated Financing Agreement, no Pledgor shall without the prior written approval of the Pledgee:
- 5.1.1 sell, transfer, pledge, or in any other manner dispose (*beschikken*) of or encumber (*bezwaren*) the Rights;
  - 5.1.2 release, waive, settle or subordinate any of the Rights; or
  - 5.1.3 create or permit to subsist any Security on any of the Rights.
- 5.2 Subject to the terms of the Amended and Restated Financing Agreement, each Pledgor must use its best reasonable efforts to defend the Pledgee's rights under this Deed.

#### **ARTICLE 6. ENFORCEMENT**

- 6.1 Upon the occurrence of an Enforcement Event, the Pledgee may, without notice or demand, exercise any right, remedy, power or discretion provided by Dutch law or under this Deed to enforce the Pledge.
- 6.2 No Pledgor shall be entitled to file a request with the court to request that the Rights be sold in a deviating manner as provided for in paragraph 1 of section 3:251 DCC. Nothing in the preceding sentence shall limit the right of the Pledgee to file such request.
- 6.3 The Pledgee shall not be obliged to give notice to the Pledgors of an intended sale as provided for in section 3:249 DCC, nor shall the Pledgee be obliged to give notice following the sale as provided for in section 3:252 DCC.
- 6.4 Each Pledgor hereby waives any rights it may have under or pursuant to sections 3:233, 3:234 and 6:139 DCC, which waiver is hereby accepted by the Pledgee.
- 6.5 The Pledgee may, following an Enforcement Event, redeem any prior encumbrance over any Right or procure to be subrogated in such prior encumbrance.

#### **ARTICLE 7. APPLICATION OF PROCEEDS**

The Pledgee shall apply all proceeds received or realized by the Pledgee in connection with the enforcement of any Rights or collection of receivables following an Enforcement Event in accordance with the relevant provisions of the Amended and Restated Financing Agreement, subject to mandatory provisions of Dutch law on enforcement.

#### **ARTICLE 8. CONTINUING SECURITY AND OTHER MATTERS**

- 8.1 This Deed extends to the ultimate balance from time to time of the Secured Obligations and is a continuing security, notwithstanding any intermediate payment, partial settlement or other matter.
- 8.2 This Deed does not intend to prejudice, limit or affect any right of the Pledgee under any of the other Loan Documents and the other Loan Documents do not intend to prejudice, limit or affect any right of the Pledgee under this Deed.

#### **ARTICLE 9. CANCELLATION AND TERMINATION OF PLEDGE**

- 9.1 As soon as all Secured Obligations have been irrevocably and unconditionally paid or discharged and it has been established by the Pledgee that no new Secured Obligations will arise, the Pledgee shall confirm in writing to the Pledgors that the Pledges have ended, and shall accordingly to the extent necessary and at the cost of the Pledgors perform any further acts as may be necessary for the effective release of the Pledges.
- 9.2 The Pledgee may at any time terminate (*opzeggen*) the Pledges in respect of:
- 9.2.1 the whole or any part of the Rights; and/or

9.2.2 the whole or any part of the Secured Obligations,  
as envisaged by section 3:81 DCC, and if and insofar as the purported effect of any such termination would require a waiver (*afstand*) by the Pledgee such termination shall be construed accordingly and each Pledgor hereby in advance agrees to such waiver.

#### **ARTICLE 10. CONFLICT**

If there is a conflict between this Deed and the Amended and Restated Financing Agreement then (to the extent permitted by law) the provisions of the Amended and Restated Financing Agreement will take priority over the provisions of this Deed.

#### **ARTICLE 11. LIABILITY**

The Pledgee will not be liable for any action taken (or not taken) by it under or in connection with this Deed (including any action taken (or not taken) by it or by its substitute under article 9.2 of this Deed), unless directly caused by its gross negligence or willful misconduct.

#### **ARTICLE 12. COSTS**

- 12.1 The Pledgee may charge costs and expenses in connection with this Deed in accordance with the Amended and Restated Financing Agreement.
- 12.2 The Pledges created hereunder and pursuant hereto shall expressly also serve as security for the Secured Obligations which represent interest accrued over or compounded in respect of any period in excess of the three (3) year period as described in section 3:244 DCC.

#### **ARTICLE 13. POWER OF ATTORNEY**

- 13.1 Each Pledgor grants to the Pledgee an irrevocable power of attorney, governed by the laws of the Netherlands, with the power of sub-delegation to perform and do all acts on behalf of that Pledgor which in the sole opinion of the Pledgee are necessary in order to perfect the Pledge or to have the full benefit thereof (including performing any of each Pledgor's obligations under this Deed and exercising any of each Pledgor's rights to the Rights).
- 13.2 The Pledgee may act as counterparty of each Pledgor even in the event of a conflict of interest.
- 13.3 The Pledgee shall only use this power of attorney if an Event of Default which is continuing occurs or if each Pledgor fails to comply with any of its obligations under this Deed.

#### **ARTICLE 14. SET-OFF**

Upon the occurrence of an Enforcement Event, the Pledgee may, at any time or times and without notice to each Pledgor, set off (*verrekenen*) (i) any or all sums of money now or subsequently standing to each Pledgor's credit upon any account with the Pledgee (whether or not then due or payable and whether contingent or not) against (ii) all or such part of the Secured Obligations (whether presently payable or not and whether contingent or not) as the Pledgee may determine.

#### **ARTICLE 15. SUBORDINATION OF RECOURSE AND SUBROGATION CLAIMS**

- 15.1 Each Pledgor agrees to subordinate (*achterstellen*) any rights or claims it may acquire through recourse or subrogation in connection with this Deed in favor of the Pledgee. No Pledgor shall receive or collect payment, and waives any right to payment related to such rights or claims until the Secured Obligations have been fully paid.
- 15.2 If a Pledgor receives a sum which pursuant to this Article 15 should not have been paid to it, that Pledgor shall then promptly pay an amount equal to that receipt or recovery to the Pledgee for application towards the Secured Obligations.

#### **ARTICLE 16. ADDITIONAL AND FUTURE SECURITY**

This Deed is in addition to, and shall not affect (or be affected by), any other Loan Document or any guarantees, indemnities, liens, security or encumbrances whatsoever which the Pledgee may hold now or hereafter for any part of the Secured Obligations and may be enforced without first having recourse to any such guarantee, indemnity, lien, security or encumbrance.

#### **ARTICLE 17. TRANSFER**

- 17.1 Subject to the terms of the Amended and Restated Financing Agreement the Pledgee may transfer the Pledge and its contractual rights and obligations under this Deed by means of an assignment (*cessie*) and transfer of debt (*schuldoverneming*) or a transfer of legal relationship (*contractsoverneming*). Each Pledgor hereby in advance irrevocably: (i) gives its consent (*toestemming*) to any such assignment by the Pledgee, and (ii) provides its cooperation (*medewerking*) to any such transfer of rights and obligations by the Pledgee by means of a transfer of legal relationship.
- 17.2 Each Pledgor and the Pledgee explicitly agree and declare that upon transfer, assignment or pledge of the Secured Obligations, or a part thereof, the transferee or pledgee will become entitled to the Pledges, or to a corresponding part of the Secured Obligations, as the case may be.

**ARTICLE 18. MISCELLANEOUS**

- 18.1 The entries made in the accounts maintained by the Pledgee are, in the absence of manifest error, conclusive evidence (*dwingend bewijs*) of the matters to which they relate (including, but not limited to, the amount of the Secured Obligations).
- 18.2 Each Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any right it may have at any time to partly or wholly:
- 18.2.1 rescind (*ontbinden*) this Deed pursuant to section 6:265 DCC;
- 18.2.2 suspend (*opschorten*) any of its obligations under this Deed pursuant to sections 6:52, 6:262 or 6:263 DCC or on any other ground; and
- 18.2.3 nullify (*vernietigen*) this Deed pursuant to section 6:228 DCC or on any other ground,
- which waiver is hereby accepted by the Pledgee.
- 18.3 Any notice or other communication to be given under this Deed shall be made in accordance with and subject to section 12.01 (*Notices, Etc*) of the Amended and Restated Financing Agreement.
- 18.4 Any copy of this Deed, whether an original or a(n) (electronic) copy, may be registered by the Pledgee with the Registration Authorities.
- 18.5 In the event that a provision of this Deed is invalid, illegal, non-binding, or unenforceable (either in whole or in part) under the law of any jurisdiction, the remainder of this Deed continues to be effective to the extent that, in view of the Deed's substance and purpose, the remainder is not inextricably related to and therefore inseverable from the invalid, illegal, non-binding or unenforceable provision. The Parties will make every effort to reach agreement on a new article which differs as little as possible from the invalid, illegal, non-binding or unenforceable provision, taking into account the substance and purpose of this Deed.
- 18.6 No amendment of this Deed shall be considered valid and as constituting part of this Deed, unless such variation or amendment shall have been made in writing and signed by the Parties.
- 18.7 No failure to exercise, nor any delay in exercising, on the part of the Pledgee, any right or remedy provided by law or under this Deed and no course of dealing between the Parties shall be construed or shall operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of it or of any other right or remedy. The rights and remedies provided by this Deed are cumulative and not exclusive of any other rights or remedies provided by law.

- 18.8 This Deed will constitute a deed under the laws of each jurisdiction where the concept of a "deed" is known and a deed would be required to charge the Rights as envisaged herein and for that purpose is executed as a deed.
- 18.9 This Deed may be executed in counterparts which, together, shall constitute one and the same agreement.

#### **ARTICLE 19. GOVERNING LAW AND JURISDICTION**

- 19.1 This Deed and any non-contractual obligations arising out of or in connection with this Deed are governed by Dutch law.
- 19.2 The competent court of Amsterdam, the Netherlands, has exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) ("**Dispute**").
- 19.3 This Article 19.2 is for the benefit of the Pledgee only. As a result, the Pledgee shall not be prevented from initiating proceedings relating to a Dispute in any other jurisdiction. To the extent allowed by law, the Pledgee may initiate concurrent proceedings in any number of jurisdictions.

#### **PART 2: SPECIFIC ARTICLES FOR PLEDGE ON BANK ACCOUNT RIGHTS**

In addition to Part 1 of this Deed, in relation to the pledge on bank accounts, the following Articles apply.

#### **ARTICLE 20. SPECIFIC COVENANTS AND UNDERTAKINGS**

- 20.1 Each Pledgor represents and warrants that Schedule 1 (*Bank Accounts*), Part 2 (*Bank Account details*) contains a comprehensive overview of all its Account Banks and Bank Accounts on the date of this Deed.
- 20.2 Each Pledgor hereby undertakes to pledge from time to time upon opening a new Bank Account by way of a disclosed right of pledge to the Pledgee to secure and provide for the payment of the Secured Obligations all Bank Account Rights of which no notice has been given to the relevant Bank Account Debtor(s), all under the same conditions as set out in this Deed and substantially in the form of Schedule 1 (*Bank Accounts*), Part 2 (*Notice letter to Account Banks*).

#### **ARTICLE 21. DISCLOSURE OF BANK ACCOUNT RIGHTS PLEDGE**

- 21.1 The Pledgee as Account Bank and Debtor is hereby notified of the Pledge of the Bank Account Rights, also if currently no Bank Account is maintained with the Pledgee, as to any such Bank Account which may be maintained in the future.
- 21.2 Each Pledgor will notify all Account Banks, in accordance with the form set out in Schedule 1 (*Bank Accounts*), Part 2 (*Notice letter to Account Banks*) of the Pledges created

hereunder and pursuant hereto within ten (10) Business Days as of the date of (i) this Deed or (ii) opening of a new Bank Account in respect of which the relevant Account Bank has received no notice, and each Pledgor will provide the Pledgee with a copy of (i) such notice and (ii) subsequent acknowledgement in the form set out in Schedule 1 (*Bank Accounts*), Part 2 (*Notice letter to Account Banks*) thereof by such Account Bank, provided that each Pledgor will use its reasonable endeavors to obtain such acknowledgement within twenty (20) Business Days from the date of the notice letter, failing which the Pledgor shall be released from its obligation to provide such acknowledgement from this relevant Account Bank. In any case a notice should be sent by registered post with evidence of receipt. In case an Account Bank makes a reasonable request within the aforementioned period of twenty (20) Business Days from the date of the notice letter to amend the notice letter or use its own template notice letter, acknowledgement letter or other form, each Pledgor undertakes to inform the Pledgee hereof and shall, after consultation with the Pledgee, provide the Pledgee with such amended notice letter, acknowledgement letter or other form. In case the relevant Account Bank communicates to a Pledgor that it does not accept any form of acknowledgement of the Pledges created hereunder, that Pledgor shall provide the Pledgee with a copy of this statement of the Account Bank within five (5) Business Days.

- 21.3 The Pledgee hereby revocably authorizes each Pledgor to collect any monetary payments owed to it by any of the Account Banks which authorization will terminate if the Pledgee gives notice to that effect to each Pledgor and which notice shall be effective towards each Debtor upon receipt of a copy of such notice by such Debtor. Such notice may be given upon the occurrence of an Event of Default that is continuing. The authorization granted in this Article 21.3 will constitute a consent within the meaning of section 3:246, paragraph 4, DCC.

### **PART 3: SPECIFIC ARTICLES FOR PLEDGE ON INTERCOMPANY RIGHTS**

In addition to Part 1 of this Deed, in relation to the pledge on intercompany receivables, the following Articles apply.

#### **ARTICLE 22. SPECIFIC COVENANTS AND UNDERTAKINGS**

Each Pledgor hereby undertakes to pledge from time to time upon a person becoming an Intercompany Debtor by way of a disclosed right of pledge to the Pledgee to secure and provide for the payment of the Secured Obligations all Intercompany Rights of which no notice has been given to the relevant Intercompany Debtor, all under the same conditions as set out in this Deed and substantially in the form of Schedule 2 (*Intercompany Debtors*), Part 2 (*Notice letter to Debtors*).



#### **ARTICLE 23. DISCLOSURE OF INTERCOMPANY RIGHTS PLEDGE**

- 23.1 Each Pledgor will notify all Intercompany Debtors (other than any Intercompany Debtor that has already been notified of the pledge of the relevant Intercompany Rights pursuant to this Deed) who have not co-signed and executed this Deed (as Pledgor or otherwise) in accordance with the form set out in Schedule 2 (*Intercompany Debtors*), Part 2 (*Notice letter to Debtors*) of the Pledges hereunder and pursuant hereto within ten (10) Business Days as of the date of (i) this Deed or (ii) a person becoming an Intercompany Debtor which has not received any notice in accordance with this Deed, provided that such Intercompany Debtor is a debtor of each Pledgor, and each Pledgor will provide the Pledgee with a copy of such notice made by it and subsequent acknowledgement thereof by each such Intercompany Debtor.
- 23.2 The Pledgee hereby revocably authorizes each Pledgor to collect any monetary payments owed to it by any of the Debtors which authorization will terminate if the Pledgee gives notice to that effect to each Pledgor and which notice shall be effective towards each Debtor upon receipt of a copy of such notice by such Debtor. Such notice may be given upon the occurrence of an Event of Default that is continuing. The authorization granted in this Article 23.2 will constitute a consent within the meaning of section 3:246 paragraph 4 DCC.
- 23.3 Where a person who is an Intercompany Debtor has co-signed and executed this Deed (as Pledgor or otherwise):
- 23.3.1 such Debtor thereby acknowledges to have been notified of the Pledges granted under and pursuant to this Deed; and
  - 23.3.2 such Debtor thereby waives any right of pledge, set-off right or other encumbrance created in its favor or to which it may be entitled in respect of any Right, which waiver is hereby accepted by each Pledgor.

#### **PART 4: SPECIFIC ARTICLES FOR PLEDGE ON RECEIVABLES RIGHTS**

In addition to Part 1 of this Deed, in relation to the pledge on receivables, the following Articles apply.

#### **ARTICLE 24. SPECIFIC UNDERTAKINGS; FUTURE PLEDGES**

- 24.1 To secure and provide for the payment of the Secured Obligations each Pledgor hereby undertakes to grant to the Pledgee a first priority Pledge, over all its Future Receivables Rights and all other Receivables Rights that have not been effectively pledged by or pursuant to this Deed or any earlier Pledge List at the first (and any subsequent) request of the Pledgee (but not more than once a year if no Event of Default has occurred which is continuing, in the same form and under the same conditions as set out in this Deed.

- 24.2 Each Pledgor undertakes to, upon each request specified in Article 24.1 above, duly complete and execute and promptly deliver to the Pledgee a list of its Receivables Rights (a **Pledge List**) in the form set out in Schedule 3 (*Pledge List and Notice Letter to Debtors*), Part 1 (*Pledge List*) or in such other form as the Pledgee (acting reasonably) shall specify.
- 24.3 The Parties acknowledge that each Pledge List constitutes a separate pledge deed and the Pledgee hereby in advance accepts any right of pledge envisaged to be created pursuant to any Pledge List and each Pledgor is hereby given a revocable standing order and mandate to accept any right of pledge under any Pledge List for and on behalf of the Pledgee, which order and mandate is hereby accepted by each Pledgor, whereas the mere execution of a Pledge List by each Pledgor will constitute acceptance by the Pledgee of the Pledges envisaged to be created thereby.
- 24.4 The Pledgee is authorized to register each Pledge List with the Registration Authorities.
- 24.5 Each Pledgor hereby undertakes to:
- 24.5.1 promptly upon the execution of any Pledge List, register such Pledge List with the Registration Authorities and provide the Pledgee with proof of such submission; and
  - 24.5.2 subsequently provide the Pledgee with the registered copy returned to each Pledgor;
  - 24.5.3 whereas at the Pledgee's request, and as an alternative to the foregoing, each Pledgor hereby undertakes to deliver each Pledge List to the Pledgee for the Pledgee to register with the Registration Authorities.

#### **ARTICLE 25. DISCLOSURE OF RECEIVABLES RIGHTS PLEDGE**

- 25.1 Each Pledgor will, after the occurrence of an Event of Default that is continuing, within ten (10) Business Days upon request of the Pledgee (but immediately, if an application for bankruptcy or suspension of payments of either of the Pledgors has been made), give notice of the Pledges created by or pursuant to this Deed to each Debtor the Pledgee may in its discretion select and notify such Debtors (if a Debtor of monetary Rights) that payment must be made into a bank account designated by the Pledgee or in such other way as the Pledgee may select, in accordance with the form set out in Schedule 3 (*Pledge List and Notice Letter to Debtors*), Part 2 (*Notice letter to Debtors*). Each Pledgor will provide the Pledgee with a copy of such notice made by it and subsequent acknowledgement thereof by each such Debtor.
- 25.2 The Pledgee is also authorized to notify the relevant Debtors after the occurrence of an Event of Default that is continuing, by sending a notification, mutatis mutandis substantially in the form of Schedule 3 (*Pledge List and Notice Letter to Debtors*), Part 2 (*Notice letter to Debtors*).

## **PART 5: SPECIFIC ARTICLES FOR PLEDGE ON MOVABLES RIGHTS**

In addition to Part I of this Deed, in relation to the pledge on movable assets, the following Articles apply.

### **ARTICLE 26. SPECIFIC COVENANTS AND UNDERTAKINGS**

- 26.1 If and in so far as the Pledges purportedly created pursuant to this Deed can, on the date of this Deed or any date thereafter, not be created over certain Movable Rights, because certain Movable Assets are not, or not yet located in the Netherlands or are not, or not yet in transit to the Netherlands, such Pledges are granted and created in advance under the condition precedent that such Movable Rights can effectively become subject to the Pledges purportedly created over such Movable Rights because the relevant Movable Assets have become located in the Netherlands, are in transit to the Netherlands after all, or otherwise.
- 26.2 Each Pledgor furthermore covenants with the Pledgee that, provided an Event of Default has occurred which is continuing, it shall provide the Pledgee within a reasonable time from its written request with statements identifying its Movable Assets and Warehouses, in so far as reasonably possible, as well as their location and address.
- 26.3 The Pledgee is authorized to register this Deed with the Registration Authorities.
- 26.4 Each Pledgor hereby undertakes to:
- 26.4.1 promptly register this Deed with the Registration Authorities upon the execution of this Deed, and provide the Pledgee with proof of such submission; and
  - 26.4.2 subsequently provide the Pledgee with the registered copy returned to the Pledgors.

### **ARTICLE 27. POSSESSION AND CONTROL**

- 27.1 The Pledgee hereby revocably authorizes the Pledgors:
- 27.1.1 to use its Movable Assets in the ordinary course of business; and
  - 27.1.2 to sell, transfer or otherwise dispose of its Movable Assets provided that this must be in accordance with or as permitted under the Loan Documents.
- 27.2 In respect of any Movable Assets sold, transferred or otherwise actually disposed of pursuant to and in accordance with the authorization granted in Article 27.1, the Pledgee hereby waives its Pledges hereunder and pursuant hereto in respect of the Movable Assets involved as of the date of transfer of legal title pursuant to such permitted sale, transfer or disposal.
- 27.3 Upon and at all times after the occurrence of an Event of Default that is continuing:

- 27.3.1 the Pledgee shall be authorized to enter upon any premises where Movable Assets are located and take immediate possession thereof and remove the same or have the same delivered to such place or places as the Pledgee may determine, in each case in accordance with the terms of the Amended and Restated Financing Agreement;
- 27.3.2 the Pledgors shall instruct and direct each Warehouse, if so requested by the Pledgee, to hold the Movable Assets for and on behalf of the Pledgee as pledgee and each of the Pledgors as owner, with the Pledgee as the party with the sole and exclusive control in respect of and over the Movable Assets as possessory pledgee and such Warehouse will then serve as an agreed third party within the meaning of section 3:236 DCC; and
- 27.3.3 the Pledgee shall expressly be entitled to effect the foregoing itself, also for and on behalf of the Pledgors pursuant to the power of attorney contained in Article 13.

#### **PART 6: SPECIFIC ARTICLES FOR PLEDGE ON IP RIGHTS**

In addition to Part 1 of this Deed, in relation to the pledge on intellectual property rights, the following Articles apply.

#### **ARTICLE 28. IMMEDIATE PROPRIETARY EFFECT; LICENSE LIMITATIONS**

- 28.1 The granting of the Pledges hereunder and pursuant hereto shall have immediate effect and to the extent permissible will immediately, pending notice, registration or any other relevant matter or event, create an encumbrance with proprietary effect which can be opposed to the Pledgors and any other person aware of such Pledges (subject to applicable mandatory provisions of law as to third party protection).
- 28.2 It is agreed, understood and accepted between the Parties that IP Rights under licenses may by their terms be subject to limitations regarding encumbrances and hence the same may not be capable of being pledged as envisaged by this Deed.

#### **ARTICLE 29. IP REGISTRATION**

- 29.1 The Pledgors will as soon as possible and in any event within twenty (20) Business Days of execution of this Deed register this Deed and/or a copy of this Deed, as applicable registration requirements dictate, with the relevant IP registers of the Netherlands and the European Union (including any supranational register or registry), but only in respect of any IP Rights that are registered. The Pledgors undertake to provide the Pledgee as soon as reasonably practicable with copies of the documentation as to such registrations as well as, once registered, with evidence of actual registration.

- 29.2 Without prejudice to the registration duties of the Pledgor under Article 29.1, the Pledgee is authorized to register this Deed with:
- 29.2.1 the Benelux Office for Intellectual Property;
  - 29.2.2 the Dutch Patent Office, the European Patent Office and any other national or international intellectual property office;
  - 29.2.3 the OHIM (The Office of Harmonization for the Internal Market) in Alicante, Spain; and
  - 29.2.4 any other Registration Authority whenever registration with such other Registration Authority is required for the legally valid and effective vesting and registration of the security purported to be created hereby or registration with such other Registration Authority is required for having effect against third parties.
- 29.3 Without prejudice to the rights of the Pledgee under Article 29.2, the Pledgee is authorized to perform any act that it considers necessary for the legally valid and effective vesting and registration of the security purported to be created hereby and/or for the legally valid and effective disclosure of the Pledges envisaged to be created hereunder or pursuant hereto, subject to the terms and conditions of this Deed.

#### **ARTICLE 30. DISCLOSURE OF IP RIGHTS PLEDGE**

- 30.1 The Pledgors will, after the occurrence of an Event of Default that is continuing, within ten (10) Business Days upon request of the Pledgee, give notice of the pledges created by or pursuant to this Deed to each Relevant Third Party the Pledgee may in its discretion select and notify such Relevant Third Party Debtors in accordance with the form set out in Schedule 5 (*Current Intellectual Property*), Part 2 (*Notice letter to Relevant Third Party*). The Pledgors will provide the Pledgee with a copy of such notice made by it and subsequent acknowledgement thereof by each such Debtor.
- 30.2 The Pledgee is also authorized to notify the Relevant Third Parties after the occurrence of an Event of Default that is continuing, by sending a notification, mutatis mutandis substantially in the form of Schedule 5 (*Current Intellectual Property*), Part 2 (*Notice letter to Relevant Third Party*).

#### **PART 6: SPECIFIC ARTICLES FOR PLEDGE ON INSURANCE RIGHTS**

In addition to Part 1 of this Deed, in relation to the pledge on insurance rights, the following Articles apply.

### **ARTICLE 31. SPECIFIC REPRESENTATION AND WARRANTY**

The Pledgors hereby represent and warrants to the Pledgee, in respect of its current Insurance Agreements, that it has no other Insurance Agreements than the Insurance Agreements listed in Schedule 6 (*Pledged Insurances*).

### **ARTICLE 32. SPECIFIC COVENANTS**

32.1 The Pledgors furthermore covenants with the Pledgee that it shall, unless agreed otherwise with the Pledgee or as permitted under the Loan Documents:

32.1.1 promptly and duly perform all its obligations, duties and undertakings under and pursuant to the Insurance Agreements in good faith;

32.1.2 not waive or jeopardize any right or authority under or pursuant to such Insurance Agreements;

32.1.3 unless already notified, forthwith notify the relevant Insurance Companies of the pledge of Insurance Rights and instruct them to note down the pledges purported to be created hereunder and/or pursuant hereto on the relevant Insurance Policies and the Pledgors will provide the Pledgee with a copy of such instruction made by it;

32.1.4 do all necessary things to maintain the Insurances and to meet all conditions set out by the Insurance Companies, to refrain from any acts which endanger the cover under the Insurance Agreements, to promptly pay all fees, costs, expenses, taxes and premiums, when due and in good faith, in connection with the Insurance Agreements, and on request to promptly provide the Pledgee with evidence of such payment; and

32.1.5 if so notified by the Pledgee, ensure that any and all payments by Debtors to the Pledgors shall be made and credited directly to a bank account designated by the Pledgee or in such other way as the Pledgee may select.

### **ARTICLE 33. MISCELLANEOUS INSURANCE PROVISIONS**

33.1 The Pledgee has the authority, but is not under the obligation, to pay any premiums, fees, taxes, costs and expenses due under the Insurance Agreements, and the Pledgors will forthwith reimburse the Pledgee for any amount so paid, unless such amount is contested under the relevant Insurance Agreement in good faith by the Pledgors and the same was notified to the Pledgee.

33.2 The Pledgors will forthwith notify each Insurance Company and any other Debtor under any Insurance Agreement as soon as their identity is known after the date of this Deed in accordance with a notice letter as set out in Schedule 6, Part 2 (*Notice letter to Insurance Companies*), and submit proof of such notice to the Pledgee. The Pledgors shall use its

reasonable endeavors to obtain an acknowledgement thereof by each such Insurance Company.

- 33.3 The Pledgee is also authorized to notify the relevant insurance Companies itself, by sending a notification, mutatis mutandis substantially in the form of Schedule 6, Part 2 (*Notice Letter to Insurance Companies*).
- 33.4 The Pledgee hereby revocably authorizes the Pledgors to collect any pledged monetary payments owed to the Pledgors by any of the Debtors which authorization will terminate if the Pledgee gives notice to that effect to the Pledgors and which notice shall be effective towards each Debtor upon receipt of a copy of such notice by such Debtor. Such notice may be given upon the occurrence of an Enforcement Event which is continuing. The authorization granted in this Article 33.4 will constitute a consent within the meaning of section 3:246, paragraph 4, DCC.
- 33.5 Upon the occurrence of an Enforcement Event, the Pledgee will be entitled:
- 33.5.1 to pay off the Insurances on the conditions of the Insurance Companies or to release the Insurances, totally or in part, from fees and premiums; and
  - 33.5.2 to permit any change of the Insurance Agreements if the Pledgors have not taken appropriate action in respect thereof and the interests of the Pledgee may be adversely affected by such lack of appropriate action.

**SCHEDULE 1. BANK ACCOUNTS****Part 1 Bank Account details**

<b>Account Bank</b>	<b>Address</b>	<b>Pledgor</b>	<b>Account Number</b>	<b>Contact details</b>
ING Bank N.V.	Weena 501 Rotterdam 3013 AL The Netherlands	Happ Acquisitionco B.V.	NL44 INGB 0666 1246 12	Igor Karabatkovic; Igor.Karabatkovic@ing.com
ING Bank N.V.	Weena 501 Rotterdam n/a 3013 AL The Netherlands	Global Investments Holding B.V.	NL02 INGB 0687 9139 93	
ING Bank N.V.	Weena 501 Rotterdam 3013 AL The Netherlands	SUZHAPP Netherlands B.V.	NL88 INGB 0024 0784 92	
ING Bank N.V.	Weena 501 Rotterdam 3013 AL The Netherlands	SUZHAPP Netherlands B.V.	NL04 INGB 0020 0431 55	
ING Bank N.V.	Weena 501 Rotterdam 3013 AL The Netherlands	SUZHAPP Netherlands B.V.	NL34 INGB 0687 9121 56	
ING Bank N.V.	Weena 501 Rotterdam 3013 AL The Netherlands	SUZHAPP Netherlands B.V.	NL22 INGB 0694 7105 20	
ING Bank N.V.	Weena 501 Rotterdam 3013 AL The Netherlands	SUZHAPP Netherlands B.V.	NL83 INGB 6177 3558 38	
ING Bank N.V.	Weena 501 Rotterdam 3013 AL The Netherlands	SUZHAPP Netherlands B.V.		



**Part 2 Notice letter to Account Banks**

To: [Account Bank] (the **Account Bank**)

From: [Pledgor] (the **Pledgor**)

Copy: [•] (the **Pledgee**)

[Place, date]

Re: Pledge of Bank Accounts

Dear Madams, Sirs,

We hereby give you notice that by a deed of omnibus pledge dated [•] (the **Deed**) we granted to the Pledgee a disclosed right of pledge on any current and future rights of the Pledgor to receive payments (including rights to repayment of principal, payment of interest, payments and payment of damages, payments of compensation and indemnity amounts and payments of other amounts), whether due and payable or not and whether actual or contingent, under or in connection with all our present and future right, claim and receivable in respect of our bank accounts (whether a current account, a deposit account or otherwise) with you in the Netherlands (the **Bank Account Rights**).

We hereby give you, as Debtor of Bank Account Rights, notice of the creation of this right of pledge over the (current and future) Bank Account Rights (in respect of current and future bank accounts maintained by us with yourselves). Please be informed that pursuant to the Deed, we are authorised by the Pledgee to collect and demand payment of any of these Bank Account Rights until the Pledgee gives us notice of termination of such authorisation in accordance with the terms of the Deed. Upon receipt of a copy of such notice you will only be entitled to make further payments to the Pledgee, as directed by the Pledgee. To the extent necessary this letter shall serve (i) to perfect the right of pledge referred to above in this letter and (ii) as a supplemental deed of pledge in connection with all our Bank Account Rights to which the provisions of the Deed shall apply mutatis mutandis. Please acknowledge receipt of this notice by signing the acknowledgement attached to this notice and returning the same to ourselves.

This notice letter and any non-contractual obligations arising out of or in connection herewith are governed by Dutch law.

Yours faithfully,

On behalf of [Pledgor]

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

Title:

**Account Bank acknowledgement**

To: [•] (the **Pledgee**)

From: [Account Bank] (the **Account Bank**)

Copy: [Pledgor] (the **Pledgor**)

[Place, date]

Re: Pledge of Bank Accounts

Dear Madams, Sirs,

We, the undersigned, consent to the right of pledge created under the Deed, acknowledge receipt of this notice and agree to be bound by its terms and confirm that we have not received a notice of another right of pledge over the Bank Accounts Rights and approve that rights of pledge and other rights be created in favour of [•] in respect of any bank accounts held from time to time by us with yourselves.

In addition, we release any right of pledge or other encumbrance, and waive (*afstand doen van*) any right of set-off (*verrekening*) and suspension of performance (*opschorting*) we may have, in respect of the bank accounts held by us from time to time with yourselves (other than in respect of fees and costs directly related to administering the bank accounts held by us from time to time with yourselves) until the Pledgee has notified us in writing that the relevant right of pledge pursuant to the Deed has been terminated.

This Account Bank acknowledgement and any non-contractual obligations arising out of or in connection herewith are governed by Dutch law.

Yours faithfully,

On behalf of [Account Bank]:

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

Title:

**SCHEDULE 2. INTERCOMPANY DEBTORS**

**Part 1 Intercompany Debtors**

Following information as shared by the Pledgors, no Pledgor has any intercompany debtor at the date of this Deed.

**Part 2 Notice letter to Intercompany Debtors**

To: [Debtor] (the **Debtor**)  
From: [Pledgor] (the **Pledgor**)  
Copy: [•] (the **Pledgee**)

[Place, date]  
Re: Pledge of Intercompany Rights

Dear Madams, Sirs,

We hereby give you notice that by a deed of omnibus pledge dated [•] (the **Deed**) we granted to the Pledgee a disclosed right of pledge over all our present and future rights to receive payments (including rights to repayment of principal, payment of interest, payment of damages, payment of compensation or indemnity amounts and payment of other amounts) or performance from you, whether for monetary obligations, in kind or otherwise, whether presently existing or acquired in the future pursuant to a legal relationship not yet existing on the day of entering into the Deed or otherwise acquired in the future by us, whether due and payable or not and whether actual or contingent, and whether originated by way of a loan, credit facility, current account or otherwise (the **Intercompany Rights**).

We hereby give you, as Debtor of Intercompany Rights, notice of the creation of this right of pledge over the (current and future) Intercompany Rights. Please be informed that pursuant to the Deed, we are authorised by the Pledgee to collect and demand payment of any of these Intercompany Rights until the Pledgee gives us notice of termination of such authorisation in accordance with the terms of the Deed. Upon your receipt of written notice of termination, you will only be entitled to make further payments to the Pledgee, as directed by the Pledgee. To the extent necessary this letter shall serve (i) to perfect the right of pledge referred to above in this letter and (ii) as a supplemental deed of pledge in connection with all our Intercompany Rights to which the provisions of the Deed shall apply mutatis mutandis. In our capacity as Pledgor, we hereby accept the right of pledge created hereby on behalf of the Pledgee. Please acknowledge receipt of this notice by signing the acknowledgement attached to this notice and returning the same to ourselves.

This notice letter and any non-contractual obligations arising out of or in connection herewith are governed by Dutch law.

Yours faithfully,

On behalf of [Pledgor]

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

**Intercompany Debtor acknowledgement**

To: [•] (the **Pledgee**)

From: [Intercompany Debtor] (the **Intercompany Debtor**)

Copy: [Pledgor] (the **Pledgor**)

[Place, date]

Re: Pledge of Intercompany Rights

Dear Madams, Sirs,

We, the undersigned, consent to the right of pledge created under the Deed, acknowledge receipt of this notice and agree to be bound by its terms and confirm that we have not received a notice of another right of pledge over the Intercompany Rights.

This Intercompany Debtor acknowledgement and any non-contractual obligations arising out of or in connection herewith are governed by Dutch law.

Yours faithfully,

On behalf of [Debtor]:

\_\_\_\_\_

By:

Title:

### SCHEDULE 3. PLEDGE LIST AND NOTICE LETTER TO DEBTORS

#### Part 1 Pledge List

To: [•] (the **Pledgee**)

From: [Pledgor] (the **Pledgor**)

[Place, date]

Re: Pledge of Receivables Rights

Dear Madams, Sirs,

We refer to the deed of omnibus pledge dated [•] (the **Deed**). Capitalised terms used in this Pledge List shall have the meaning given to them in the Deed. The provisions of the Deed apply to this Pledge List.

In fulfilment of our obligations to you pursuant to Article 24.2 of the Deed, we hereby pledge to you, insofar as such Receivables Rights have not been pledged to you before:

- (i) all currently existing Receivables Rights;
  - (ii) all Receivables Rights that will be acquired by us in the future directly pursuant to any legal relationship existing as per the date of this Pledge List; and
  - (iii) such other Receivables Rights which are capable of being pledged on the date hereof,
- in each case in the manner and under the conditions described in the Deed.

We hereby declare that, we are fully entitled to pledge the Rights, the Rights are not encumbered with any limited rights (*beperkte rechten*) or otherwise and the Rights are free from attachments. We hold all electronic data, copies of invoices and other relevant documents (such as order and delivery receipts and contracts concerning the Receivables Rights mentioned in the Pledge List) at your disposal. Our execution hereof will simultaneously constitute your acceptance of the pledges envisaged hereby through us as mandatory. The hard copy of this Pledge List will upon registration with the Registration Authorities forthwith be submitted to you.

This Pledge List and any non-contractual obligations arising out of or in connection herewith are governed by Dutch law.

Yours faithfully,

On behalf of [Pledgor]

By:

Title:

**Part 2 Notice letter to Debtors**

To: [Debtor] (the **Debtor**)  
From: [Pledgor] (the **Pledgor**)  
Copy: [•] (the **Pledgee**)

[Place, date]

Re: Pledge of Receivables Rights

Dear Madams, Sirs,

We hereby give you notice that by a deed of omnibus pledge dated [•] and subsequent Pledge Lists, most recently dated [•] (the **Deed**) we granted to the Pledgee a right of pledge over all and any of our rights to receive payments (including rights to repayment of principal, payment of interest, payment of damages, payment of compensation or indemnity amounts and payment of other amounts) or performance from any person, whether for monetary obligations, in kind or otherwise, whether currently existing or acquired by the Pledgor directly pursuant to a currently existing legal relationship, whether due and payable or not and whether actual or contingent and all such other receivables which are capable of being pledged, due by you (the **Receivables Rights**).

We hereby give you, as Debtor of Receivables Rights, notice of the creation of this right of pledge over the (current and future) Receivables Rights. Please be informed that pursuant to the Deed you will only be entitled to make further payments as to the Receivables Rights to the Pledgee by paying as directed by the Pledgee. Please acknowledge receipt of this notice by signing a copy of this notice and returning the same to ourselves.

This notice letter and any non-contractual obligations arising out of or in connection herewith are governed by Dutch law.

Yours faithfully,

On behalf of [Pledgor]

\_\_\_\_\_

By:

Title:

**Debtor acknowledgement**

To: [•] (the **Pledgee**)

From: [Debtor] (the **Debtor**)

Copy: [Pledgor] (the **Pledgor**)

[Place, date]

Re: Pledge of Receivables Rights

Dear Madams, Sirs,

We, the undersigned, consent to the right of pledge created under the Deed, acknowledge receipt of this notice and agree to be bound by its terms and confirm that we have not received a notice of another right of pledge over the Receivables Rights.

This Debtor acknowledgement and any non-contractual obligations arising out of or in connection herewith are governed by Dutch law.

Yours faithfully,

On behalf of [Debtor]:

\_\_\_\_\_

By:

Title:



**SCHEDULE 4. CURRENT MOVABLE ASSETS**

*[overview is attached separately]*

Suma z	Fixed asset	Value	currency	Name	Fixed asset	Value type	Acc'd	Depreciation	Net	Suma	
15100	asset typ				group		depr 2023-12	2024	Book Value	kotkowca	
15100-001	RCS700 - RCS	22,253.66		RCS700 - RCS	30	7,788.78	741.94	13,722.94	44,507.32	Test and demonstration machines	
15100-002	CDS9	14,734.00		CDS9	30	14,488.51	245.49	-	29,468.00		
15100-003	TINY 3 BANKNOTE	11,473.00		TINY 3 BANKNOTE	30	9,752.14	382.88	1,337.98	22,946.00		
15100-004	RCS-700	10,369.00		RCS-700	30	10,196.27	172.73	-	20,738.00		
15100-005	SC-1600 UV	2,228.79		SC-1600 UV	30	2,051.91	7.64	15.24	457.58		
15100-006	DTC9 ACTIVE	1,161.45		DTC9 ACTIVE	30	1,045.31	38.74	77.40	2,322.90		
15100-007	UR-T Cassette AB	329.35		UR-T Cassette AB	30	296.42	10.99	21.94	658.70		
15100-008	UR-T Cassette RB	872.34		UR-T Cassette RB	30	785.11	29.10	58.13	1,744.68		
15100-009	HOPPER VSQUARR	243.76		HOPPER VSQUARR	30	219.38	24.38	-	487.52		
15100-010	RCS-300	6,552.00		RCS-300	30	5,896.80	218.58	436.62	13,104.00		
15100-011	BVM-5100	716.00		BVM-5100	30	501.20	23.89	190.91	1,432.00		
15100-012	Newton 3-V	924.86		Newton 3-V	30	647.40	30.85	246.61	1,849.72		
15100-013	158-SC8220F-VC-G	934.50		158-SC8220F-VC-G	30	654.15	31.18	249.17	1,889.00		
15100-014	158-SC8220-VC-GL	587.00		158-SC8220-VC-GL	30	410.90	19.58	156.52	1,174.00		
15100-015	5005580-ELU01-GL O	4,664.00		5005580-ELU01-GL O	30	3,474.80	165.60	1,323.60	9,928.00		
15100-016	B-001-5000294-00	838.33		B-001-5000294-00	30	4,964.00	27.99	223.51	1,676.66		
15100-017	Smart Deposit	3,810.90		Smart Deposit	30	2,667.00	127.09	1,015.91	7,620.00		
15100-018	Custom Cube II	17,010.57		Custom Cube II	30	11,907.40	567.47	4,535.70	34,021.14		
<b>15100 Suma</b>		<b>98,002.61</b>				<b>71,524.31</b>	<b>2,866.12</b>	<b>23,612.18</b>	<b>196,005.22</b>	Laptops and mobile devices in use by employees	
15200-001	laptop M. Katic	950.00		laptop M. Katic	40	52.77	54.90	842.33	1,900.00		
15200-002	FA adapter SSD	290.09		FA adapter SSD	40	16.11	16.77	257.21	580.18		
15200-003	lenovo e15 Huser	1,060.36		lenovo e15 Huser	40	58.90	61.27	940.19	2,120.72		
15200-004	Jabra evolv2	151.94		Jabra evolv2	40	8.44	8.77	134.73	303.88		
15200-005	Lenovo C Polglet	949.47		Lenovo C Polglet	40	52.74	54.72	841.87	1,898.94		
15200-006	Lenovo G. Jones	947.09		Lenovo G. Jones	40	52.61	54.72	839.76	1,894.18		
15200-007	Lenovo C. Portler	1,060.36		Lenovo C. Portler	40	58.90	61.27	940.19	2,120.72		
15200-008	Lenovo R. Khvka	888.62		Lenovo R. Khvka	40	49.36	51.36	787.90	1,777.24		
15200-009	Lenovo S. Macri	2,217.40		Lenovo S. Macri	40	123.18	128.13	1,966.09	4,434.80		
15200-010	Cisco Meraki	1,739.01		Cisco Meraki	40	96.60	100.48	1,541.93	3,478.02		
15200-011	Michael Stobel	2,515.58		Michael Stobel	40	139.74	145.35	2,230.49	5,031.16		
15200-012	Mike Sigona	1,994.64		Mike Sigona	40	110.80	115.25	1,768.59	3,989.28		
15200-013	Deborah Stiel	4,105.44		Deborah Stiel	40	228.08	237.22	3,640.16	8,210.88		
15200-014	Naveen Chand	1,305.20		Naveen Chand	40	72.50	75.42	1,157.28	2,610.40		
15200-015	Cisco	3,160.01		Cisco	40	175.54	182.59	2,801.88	6,320.02		
15200-016	Bielemann	1,698.98		Bielemann	40	47.19	97.23	1,554.56	3,397.96		
15200-017	Iphone 11 Jauch	486.78		Iphone 11 Jauch	40	162.24	30.85	293.69	973.56		
15200-018	Iphone 11 Vaeten	574.34		Iphone 11 Vaeten	40	191.43	36.39	346.52	1,148.68		
15200-019	Iphone Tom	719.00		Iphone Tom	40	263.63	39.54	415.83	1,438.00		
<b>15200 Suma</b>		<b>26,814.31</b>				<b>1,960.74</b>	<b>1,552.37</b>	<b>23,301.20</b>	<b>53,628.62</b>	Office furniture	
15400-001	Inrichting te et	112,371.63		Inrichting te et	40	3,748.74	427.74	7,488.43	224,743.26		
15400-002	FusePhone	12,822.26		FusePhone	40	11,540.04	762.84	854.48	25,644.52		
15400-003	Kantline	22,875.74		Kantline	40	32.90	65.80	762.21	45,751.48		
15400-004	Scheidingsvanden	987.07		Scheidingsvanden	40	888.37	32.90	1,974.14	1,974.14		
15400-005	Schoelen 8 stuks	2,141.25		Schoelen 8 stuks	40	1,927.13	71.42	142.70	4,282.50		
15400-006	Kantline Einfract	2,850.00		Kantline Einfract	40	2,565.00	96.07	189.93	5,700.00		
15400-007	Server ruimte	5,582.50		Server ruimte	40	4,931.21	186.26	465.03	11,165.00		
15400-008	Burostoelen	255.00		Burostoelen	40	221.00	8.51	25.49	510.00		
15400-009	Kantoor inrichti	3,776.83		Kantoor inrichti	40	3,209.45	126.07	440.31	7,551.66		
15400-010	Airco serverruim	827.93		Airco serverruim	40	703.74	27.65	96.54	1,655.86		
15400-011	Airco serverruim	5,375.00		Airco serverruim	40	4,568.75	179.42	626.83	10,750.00		
15400-012	Airco serverruim	5,375.00		Airco serverruim	40	4,568.75	179.42	626.83	10,750.00		
<b>15400 Suma</b>		<b>175,239.21</b>				<b>157,608.59</b>	<b>5,846.04</b>	<b>11,784.58</b>	<b>350,478.42</b>	Toiling located in Poland	
15500-001	Coin flipper	4,689.09		Coin flipper	60	4,454.63	156.35	78.11	9,378.18		
15500-002	Coin tube RBM 83	16,239.45		Coin tube RBM 83	60	15,427.48	541.42	270.55	32,478.90		
15500-004	SDS-35	1,260.21		SDS-35	60	693.12	42.02	525.07	2,520.42		
15500-005	ODOSGAMING	2,783.00		ODOSGAMING	60	2,783.00	92.90	2,040.73	5,566.00		
<b>15500 Suma</b>		<b>24,971.75</b>				<b>21,224.60</b>	<b>832.69</b>	<b>2,914.46</b>	<b>49,943.50</b>	Refurbishment office. Not moveable	
15825-001	EAG London	3,019.50		EAG London	60	1,207.80	100.60	1,711.10	6,039.00		
15825-002	Exhibition Sofia	754.00		Exhibition Sofia	60	175.93	25.17	552.90	1,508.00		

15825 Suma									
(puste)	15600-001	(puste)	(puste)	3 773,50	1 383,73	125,77	2 264,00	7 547,00	
(puste) Suma				-	-	-	-	-	
Suma końcowa				328 801,38	253 701,97	11 222,99	63 876,42	657 602,76	



















Table with 15 columns: Reference number, Name, Description, Country, Unit, Price, Quantity, Date, and Supplier. The table contains 150 rows of data.

TRADE MARK  
REEL: 008405 FRAME: 0311











**SCHEDULE 5. CURRENT INTELLECTUAL PROPERTY****Part 1 IP rights details****Registered trademarks**

<b>Name Pledgor</b>	<b>Registration number</b>	<b>Jurisdiction</b>	<b>Trademark</b>
SuzoHapp Netherlands B.V.	581451	Benelux	CUBE HOPPER
SuzoHapp Netherlands B.V.	UK00903321999	United Kingdom	CUBE HOPPER
SuzoHapp Netherlands B.V.	003321999	European Union	CUBE HOPPER
SuzoHapp Netherlands B.V.	655739	Germany, Spain and France	CUBE HOPPER
SuzoHapp Netherlands B.V.	2081253	United States	CUBE HOPPER
Global Investments Holding B.V.	UK00912087193	United Kingdom	SUZO HAPP
Global Investments Holding B.V.	12087193	European Union	SUZO HAPP

**Registered Patents**

<b>Name Pledgor</b>	<b>Patent number</b>	<b>Jurisdiction</b>	<b>Patent</b>
SUZOHAPP Netherlands B.V.	1033631	The Netherlands	Inrichting en werkwijze voor het voorkomen van fraude bij het uitbetalen van munten.
SUZOHAPP Netherlands B.V.	EP1959402	European patent granted for the Netherlands	Coin-detection station provided with a fraud-prevention facility.
SUZOHAPP Netherlands B.V.	EP3563355 (DE file number: 60 2017 025 199.2)	European patent granted for Germany	COIN DISPENSER
SUZOHAPP Netherlands B.V.	EP3563355 ES application number: E17826602	European patent granted for Spain	COIN DISPENSER
SUZOHAPP Netherlands B.V.	EP3563355	European patent granted for France	COIN DISPENSER
SUZOHAPP Netherlands B.V.	EP3563355	United Kingdom	COIN DISPENSER

SUZHAPP Netherlands B.V.	EP3563355 (IT application number: 502020000123977)	European patent granted for Italy	COIN DISPENSER
SUZHAPP Netherlands B.V.	EP3563355 (NL application number: NL2017050859)	European patent granted for the Netherlands	COIN DISPENSER

**Registered domain names**

Insofar as owned by the Pledgors, the following currently existing domain names are pledged under this Deed:

*Registered Godaddy names:*

Domain name
activesorting.com
biljetteller.nl
cashcomplete.asia
cashcomplete.at
cashcomplete.be
cashcomplete.biz
cashcomplete.ch
cashcomplete.com
cashcomplete.de
cashcomplete.info
cashcomplete.it
cashcomplete.net
cashcomplete.nl
cashcomplete.no
cashcomplete.org
coincasher.com
coincasher.se
COINCO-OFFICE.COM
coinco.com
coinco.site
coindoor.com
connectcube.io
cubehopper.com
eurochanger.com
eurowisselaar.nl
geldtellen.nl
geldtelmachine.com
interactivedisplays.com
INTERACTIVEPROPLAYER.COM
INTERACTIVEPROPLAYERS.COM
INTERACTIVEPROTABLE.COM
IPROTABLE.COM

kiosksuper.store
kiosksuperstore.com
muntsorteerder.nl
paycomplete.app
paycomplete.biz
paycomplete.cn
paycomplete.co.uk
paycomplete.com
paycomplete.eu
paycomplete.fr
paycomplete.info
paycomplete.me
paycomplete.mobi
paycomplete.net
paycomplete.online
paycomplete.org
paycomplete.shop
paycomplete.site
paycomplete.solutions
paycomplete.store
rempo.com
rempo.se
safeconnect.online
shgga.com
SHGSYSTEMS.COM
shiftinteractive.info
sorters.net
telmachine.nl
valse-euros.nl
valsgeld.nl
vendingmachineparts.com
vendingparts.com
vendingsupplies.com
wholesaleworldwide.com
wholesaleworldwide.net

*Registered Network Solutions domain names:*

<b>Domain name</b>
amusementsupplies.com
arcadejoystick.com
arcadeparts.com
billiardsupplies.com
buyhapp.com
casinoparts.com
dynamics-chinatec.com
e-happ.com
e-happ.site

ehapp.com
gamingparts.com
happ.com
happcontrols.com
happindustrial.com
ilvgt.com
ilvideogaming.com
ilvlt.com
masterchalk.com
mazco.com
mazzcobillards.com
opticalgun.com
partstar.com
scancoin-cds.com
scancoin-usa.com
starpoint.uk.com
suzo-happ.com
suzo.com
suzohapp.asia
suzohapp.co.uk
suzohapp.com
suzohapp.de
suzohapp.net
suzohapo.org
suzohappgroup.com
videogamingil

*Registered Instra PC domain names:*

<b>Domain name</b>
cashcomplete.eu
cashcomplete.fr
c2d.com.au
cashcomplete.lat
cashcomplete.uk
comestergroup.com
comestergroup.hk
comestergroup.it
gettonierarendiresto.it
interactiveprocas.com
iso-office.com
lagettonierarendiresto.it
paycomplete.uk
scancoin.asia
scancoin.at
scancoin.be
scancoin.biz
scancoin.ch

scancoin.cn
scancoin.co,uk
scancoin.com
scancoin.dk
scancoin.eu
scancoin.fr
scancoin.hk
scancoin.info
scancoin.net
scancoin.nl
scancoin.no
scancoin.org
scancoin.pt
scancoin.se
scancoin.uk
scancoinbutiken.se
scancoinsvenska.se
scbs.nl
sotremo.ch
sportvision.net.au
tekonik.com.au
tekonikenterprises.com
transcity.com.au
transcityasia.com
transcitygroup.com.au
transcitygroup.net.au
vals-geld.be

*Registered Instra SH domain names:*

<b>Domain name</b>
gamingassettracking.com
suzo.uk
suzohapp.uk
suzo.nl
suzo.co.uk
suzo.pl
suzohapp.eu
suzohapp.com.hk
suzo.es
suzohapp.hu
suzohapp.tw
suzohapp.hk
suzohapp.com.cn
suzohapp.cn

*Registered Europe Registry domain names:*

scancoin.es
cashcomplete.ie
scancoin.ie
scancoin.de
comestergroup.tw
comestergroup.mobi
comestergroup.info
comestergroup.in
comestergroup.eu
comestergroup.asia
suzohapp.es
suzo.de
suzohapp.pl
suzohapp.nl

**Part 2 Notice letter to Relevant Third Party**

To: [Owner/Licensor/Co-owner/Licensee]

From: [Pledgor] (the **Pledgor**)

Copy: [•] (the **Pledgee**)

[Place, date]

Re: Pledge of IP rights

Dear Madams, Sirs,

We hereby give you notice that by a deed of omnibus pledge dated [•] (the **Deed**) we granted to the Pledgee a disclosed right of pledge over all our present and future (i) copyrights, including all rights to the IT and data carriers of the IT (such as CD-ROMs, floppy disks, tapes etc.), (ii) neighbouring rights, (iii) database rights, (iv) rights of chips and/or semiconductor products, (v) designs, (vi) patents, (vii) trademarks, (viii) trade names, (ix) Internet domain names, (x) trade secrets, (xi) know how, (xii) plant breeders' rights and (xiii) licensee rights, including the application for any such right that is or has been filed with the appropriate register for the application and/or registration and/or vesting of such right along with (xiv) any other asset or item which may reasonably be qualified as an intellectual property right (the **IP Rights**), with 'IT' meaning all software and firmware relating to the financial administration of the business of the Pledgor and/or any of its members, their other business administration, their production processes and the operation of the business equipment, including the corresponding preliminary design materials, (instruction) manuals, handbooks, algorithms, flowcharts, source codes, object codes, modifications including any and all extensions, versions and releases as well as all documentation relating thereto.

We hereby give you, as [Owner/Licensor/Co-owner/Licensee] of IP Rights, notice of the creation of this right of pledge over the (current and future) IP Rights. Please be informed that pursuant to the Deed you will only be entitled to make further payments as to the Receivables Rights to the Pledgee by paying as directed by the Pledgee. Please acknowledge receipt of this notice by signing a copy of this notice and returning the same to ourselves.

This notice letter and any non-contractual obligations arising out of or in connection herewith are governed by Dutch law.

Yours faithfully,

On behalf of [Pledgor]

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

Title:

**Relevant Third Party acknowledgement**

To: [•] (the **Pledgee**)

From: [[Owner/Licensor/Co-owner/Licensee]

Copy: [Pledgor] (the **Pledgor**)

[Place, date]

Re: Pledge of IP Rights

Dear Madams, Sirs,

We, the undersigned, consent to the right of pledge created under the Deed, acknowledge receipt of this notice and agree to be bound by its terms and confirm that we have not received a notice of another right of pledge over the IP Rights.

In addition, we (i) waive all our present and future rights of pledge, rights of set-off and any similar rights we may have or may be entitled to in respect of the IP Rights and (ii) agree to be bound by the Deed as if we were an original party thereto, by executing a copy of this notice and returning the same to yourselves.

This [Owner/Licensor/Co-owner/Licensee] acknowledgement and any non-contractual obligations arising out of or in connection herewith are governed by Dutch law.

Yours faithfully,

On behalf of [Owner/Licensor/Co-owner/Licensee]

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

Title:



**SCHEDULE 6. PLEDGED INSURANCES**

**Part 1 Insurance Agreements and Insurance Companies**

Following information as shared by the Pledgors, as of the date of this Deed, none of the Pledgors is a party to any Insurance Agreement that can be pledged under this Deed.

**Part 2 Notice letter to Insurance Companies**

[on the letterhead of the Pledgor]

To: [Insurance Company] (the **Debtor**)

From: [Pledgor] (the **Pledgor**)

Copy: [•] (the **Pledgee**)

[Place, date]

Re: Pledge of Insurance Rights

Dear Madams, Sirs,

We hereby give you notice that by a deed of omnibus pledge dated [•] (the **Deed**) we granted to the Pledgee a disclosed right of pledge over all our present and future rights to receive payments (including rights to payment of insurances claims as well as capital claims, repayment of premium, principal, payment of interest, payment of damages, payment of compensation or indemnity amounts and payment of other amounts) or performance from any debtor, whether for monetary obligations, in kind or otherwise, whether presently existing or acquired in the future pursuant to a legal relationship not yet existing on the day of entering into the Deed or otherwise acquired in the future by us, whether due and payable or not and whether actual or contingent, and whether originated in current account or otherwise provided such rights are originated, due, owing or incurred under or pursuant to or in connection with agreements of insurance and similar arrangement governed by Dutch law, from time to time, to which we are a party or pursuant to which we may become entitled to any payment, all of the foregoing irrespective of whether we are loss payee, insured party or otherwise entitled thereunder or pursuant thereto and irrespective whether the insurance is an insurance for damages and/or losses, capital, or any other kind of insurance, being: [list relevant Insurance and policy number], (the **Insurance Rights**).

We hereby give you, as debtor of Insurance Rights, notice of the creation of this right of pledge over the (current and future) Insurance Rights. We authorize you to provide the Pledgee with copies of all policies upon issue together with any renewals of the same and copies of all endorsements thereon.

Please be informed that pursuant to the Deed, we are authorised by the Pledgee to collect and demand payment of any of these Insurance Rights until the Pledgee gives us notice of termination of such authorisation in accordance with the terms of the Deed. Upon receipt of a copy of such notice you will only be entitled to make further payments to the Pledgee, as directed by the Pledgee.

To the extent necessary this letter shall serve (i) to perfect the right of pledge referred to above in this letter and (ii) as a supplemental deed of pledge in connection with all our Insurance Receivables to which

the provisions of the Deed shall apply mutatis mutandis. In our capacity as Pledgor, we hereby accept the right of pledge created hereby on behalf of the Pledgee.

Please acknowledge receipt of this notice by signing a copy of this notice and returning the same to ourselves.

This notice letter and any non-contractual obligations arising out of or in connection herewith are governed by Dutch law.

Yours faithfully,

On behalf of [Pledgor]

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By:

Title:

**Debtor acknowledgement**

[on the letterhead of the Insurance Company]

To: [•] (the **Pledgee**)

From: [Insurance Company / Broker] (the **Debtor**)

Copy: [Pledgor] (the **Pledgor**)

[Place, date]

Re: Pledge of Insurance Rights

Dear Madams, Sirs,

We, the undersigned, consent to the right of pledge created under the Deed, acknowledge receipt of this notice and agree to be bound by its terms and confirm that we have not received a notice of another right of pledge over the Insurance Rights.

In addition, we agree to note down the right of pledge in favour of the Pledgee on all insurance policies, by executing a copy of this notice and returning the same to ourselves and the Pledgee.

This Debtor acknowledgement and any non-contractual obligations arising out of or in connection herewith are governed by Dutch law.

Yours faithfully,

On behalf of [Insurance Company /Broker]:

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

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

Deed of omnibus pledge – Execution Copy

**SIGNATURE PAGE**

Thus agreed and signed by the Parties on the date written on the first page of this Deed.



For and on behalf of **CERBERUS BUSINESS FINANCE, LLC**  
By: Joseph Naccarato  
Title: Chief Operating Officer and Chief Credit Officer

\_\_\_\_\_  
For and on behalf of **HAPP ACQUISITIONCO B.V.**  
By: Manuel G.M. Gabriele  
Title: Director

\_\_\_\_\_  
For and on behalf of **GLOBAL INVESTMENTS HOLDING B.V.**  
By: Manuel G.M. Gabriele  
Title: Director

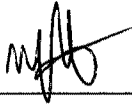
\_\_\_\_\_  
For and on behalf of **SUZHAPP NETHERLANDS B.V.**  
By: Manuel G.M. Gabriele  
Title: Director

**SIGNATURE PAGE**

Thus agreed and signed by the Parties on the date written on the first page of this Deed.

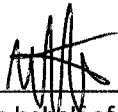
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For and on behalf of **CERBERUS BUSINESS FINANCE, LLC**  
By: Joseph Naccarato  
Title: Chief Operating Officer and Chief Credit Officer



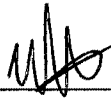
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For and on behalf of **HAPP ACQUISITIONCO B.V.**  
By: Manuel G.M. Gabriele  
Title: Director



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For and on behalf of **GLOBAL INVESTMENTS HOLDING B.V.**  
By: Manuel G.M. Gabriele  
Title: Director



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For and on behalf of **SUZHAPP NETHERLANDS B.V.**  
By: Manuel G.M. Gabriele  
Title: Director