



Registration of a Charge

Company Name: **TIME OUT MARKET LIMITED**

Company Number: **09550826**



XBHZDHKH

Received for filing in Electronic Format on the: **02/12/2022**

Details of Charge

Date of creation: **29/11/2022**

Charge code: **0955 0826 0005**

Persons entitled: **CRESTLINE DIRECT FINANCE, L.P.**

Brief description: **THE GRANTOR HEREBY PLEDGES... TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, A SECURITY INTEREST IN.... THE TRADEMARK COLLATERAL. FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) .

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **REED SMITH LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9550826

Charge code: 0955 0826 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th November 2022 and created by TIME OUT MARKET LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2022 .

Given at Companies House, Cardiff on 2nd December 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”) is made this November 29, 2022, by and among **TIME OUT MARKET LIMITED** (the “Grantor”) and **CRESTLINE DIRECT FINANCE, L.P.**, a Delaware limited partnership (“Crestline”), as security trustee and agent for the Secured Parties as defined below (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Subscription Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Subscription Agreement or the Security Agreement, as applicable.

RECITALS

WHEREAS, pursuant to that certain Subscription Agreement, dated as of November 24, 2022 (as the same may be amended, restated, amended and restated, supplemented, modified or replaced, extended or refinanced from time to time, the “Subscription Agreement”), entered into by, among others, Time Out Group plc (the “Company”), the other Obligors party thereto from time to time, the Subscribers from time to time party thereto, Crestline in its capacity as Collateral Agent, each Subscriber has severally agreed to subscribe for certain Issuances and other extensions of credit to the Company from time to time, based on the terms and subject to the conditions set forth therein.

WHEREAS, in connection with the Subscription Agreement, certain of the Obligors have entered into that certain Security Agreement, dated as of November 29, 2022 (as amended, amended and restated, restated, supplemented or otherwise modified, extended or replaced or refinanced from time to time, the “Security Agreement”) in favor of the Collateral Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

I. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, collaterally assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(1) all rights, priorities and privileges relating to Trademarks and Trademark Licenses arising under United States laws, including, without limitation, the Trademarks and the Trademark Licenses referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all Proceeds and damages therefrom;

(2) all books, records, and information pertaining to the Trademark Collateral, and all rights of access to such books, records, and information; and

(3) to the extent not otherwise included all Proceeds and products of, and all past, present and future income, royalties and any other payments associated with the foregoing, now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, “Trademark Collateral” shall not include any Excluded Assets.

II. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Collateral Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

III. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

IV. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Collateral Agent with respect to any such new Trademarks or Trademark Licenses or renewal or extension of any Trademark registration. Without limiting the Grantor’s obligations under this Section 4, the Grantor hereby authorize the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights or Trademark Licenses of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

V. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

VI.CONSTRUCTION. The rules of construction specified in Section 1.2 of the Subscription Agreement also apply to this Agreement.

VII.GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT (I) AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND (II) TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

TIME OUT MARKET LIMITED

By: 

Name: Sven Torbjorn Ohlund

Title: 

COLLATERAL AGENT:

CRESTLINE DIRECT FINANCE, L.P.,
as Collateral Agent

By: Crestline Direct Finance (GP), L.L.C., its
general partner

By: Crestline Investors, Inc., its manager

By: 
Name: KEITH WILLIAMS
Title: 

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Registration number	Country	Mark	Grantor	Registration Date	Class	Specification
Registration Number: 5314564	United States of America	TIME OUT MARKET	Time Out Market Limited	24 October 2017	09,35,36, 41	figurative
Registration Number: 5309025	United States of America	TIME OUT MARKET	Time Out Market Limited	17 October 2017	09, 35, 36, 41	word