



Registration of a Charge

Company Name: **TIGERBLUE LOGISTICS SOLUTIONS LTD**

Company Number: **10360821**



Received for filing in Electronic Format on the: **04/03/2024**

XCY5C3YH

Details of Charge

Date of creation: **28/02/2024**

Charge code: **1036 0821 0007**

Persons entitled: **VICTORY PARK MANAGEMENT, LLC**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

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: **MISHCON DE REYA LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10360821

Charge code: 1036 0821 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2024 and created by TIGERBLUE LOGISTICS SOLUTIONS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th March 2024 .

Given at Companies House, Cardiff on 6th March 2024

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**

AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

This **AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT**, dated as of February 28, 2024 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is entered into by and among Razor Group Holdings II Inc., a Delaware corporation (“**RGH II**”), as the Existing Borrower (as defined in the Financing Agreement described below) prior to the effectiveness of the Restatement Date Assignment, and, thereafter, as a Guarantor, WHELE, LLC, a Delaware limited liability company (“**Whele**”), as the Borrower (as defined in the Financing Agreement described below) from and after the effectiveness of the Restatement Date Assignment, each other Guarantor (as defined in the Financing Agreement described below, together with RGH II, Whele, each other Obligor (as defined below) on the signature pages hereto, and any additional entities which become parties to this Agreement pursuant to the joinder provisions of Section 20 hereof by executing a Joinder Agreement (as defined below) hereto in substantially the form of Exhibit B hereto, are collectively referred to as the “**Obligors**” or individually referred to as an “**Obligor**”), and Victory Park Management, LLC (“**Victory Park**”), as administrative agent, collateral agent and security trustee (in such capacities, the “**Agent**”) for the benefit of the Secured Parties (as defined in the Financing Agreement described below).

WHEREAS:

A. (a) Razor Group GmbH (“**Razor Group**”), as borrower (in such capacity, the “**Original Razor Borrower**”), certain Subsidiaries of Razor Group, certain of the Lenders and other financial institutions as lenders (the “**Original Razor Lenders**”), certain financial institutions as additional secured parties (together with the Original Razor Lenders, the “**Original Razor Secured Parties**”), Victory Park Management, LLC, in its capacity as agent and security trustee for the Original Razor Secured Parties (in such capacities, the “**Original Razor Agent**”) are party to that certain Facility Agreement, dated as of April 30, 2021 (as modified, amended, extended, restated, amended and restated and/or supplemented from time to time prior to the date hereof, the “**Original Razor Facility Agreement**”), (b) the Original Razor Borrower and certain of the Lenders and other financial institutions, including Victory Park Capital Advisors, LLC, as lenders (the “**Original Razor Convertible Lenders**”), are party to that certain Second Amended and Restated Convertible Loan Agreement, dated as of March 24, 2023 (as modified, amended, extended, restated, amended and restated and/or supplemented from time to time prior to the date hereof, the “**Original Razor Convertible Loan Agreement**”), (c) the Original Razor Borrower, Victory Park Capital Advisors, LLC, as lender (in such capacity, the “**Original F14 Earnout Lender**”) and certain other parties are party to the Fabrik Loan Agreement (as defined in the Original Razor Facility Agreement) (as modified, amended, extended, restated, amended and restated and/or supplemented from time to time prior to the date hereof, the “**Original F14 Earnout Loan Agreement**”) and (d) certain Subsidiaries of the Original Razor Borrower, as borrower(s) (in such capacities, the “**Original F14 Borrowers**”), certain of the Lenders and other financial institutions as lenders (the “**Original F14 Lenders**”) and Victory Park Management, LLC, as agent (in such capacity, the “**Original F14 Agent**”) are party to the Fabrik Financing Agreement (as defined in the Original Razor Facility Agreement) (as modified, amended, extended, restated, amended and restated and/or supplemented from time to time prior to the date hereof, the “**Original F14 Facility Agreement**”; collectively with the Original Razor Facility

Agreement, the Original Razor Convertible Loan Agreement and the Original F14 Earnout Loan Agreement, the “**Original Loan Agreements**”);

B. In connection with the Original Razor Facility Agreement, the Original Razor Borrower, certain Subsidiaries of Razor Group, and the Original Razor Agent entered into that certain Pledge and Security Agreement, dated April 30, 2021 (as modified, amended, extended, restated, amended and restated and/or supplemented from time to time prior to the date hereof, the “**Original Security Agreement**”);

C. (a) The Existing Borrower, the Original Razor Agent and the requisite Original Razor Lenders desire to amend and restate the Original Razor Facility Agreement in its entirety, without constituting a novation, (b) the Existing Borrower and the requisite Original Razor Convertible Lenders desire to amend and restate the Original Razor Convertible Loan Agreement in its entirety, without constituting a novation, (c) the Existing Borrower and the requisite Original F14 Earnout Lenders desire to amend and restate the Original F14 Earnout Loan Agreement in its entirety, without constituting a novation, and (d) the Existing Borrower, the Original F14 Agent and the requisite Original F14 Lenders desire to amend and restate the Original F14 Facility Agreement in its entirety, without constituting a novation, in each case, on the terms and subject to the conditions set forth in the Financing Agreement dated as of even date hereof, by and among the Borrower, Holdings, the other Guarantors, the Lenders and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Financing Agreement**”); and

D. Contemporaneously with the execution and delivery of the Financing Agreement, the Obligors desire to amend and restate and enter into this Agreement, pursuant to which substantially all of the assets of the Obligors will be pledged as Collateral to secure the Obligations.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **CERTAIN DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth in this Section 1. Terms used but not otherwise defined in this Agreement that are defined in the UCC shall have the respective meanings given such terms in the UCC (and if such terms are defined in more than one article of the UCC, such terms shall have the meaning given in Article 9 thereof), and capitalized terms not otherwise defined herein shall have the meaning given to them in the Financing Agreement.

(a) “**CFC Holding Company**” shall mean any Domestic Subsidiary (as defined below) all of the material assets of which are Equity Interests (or indebtedness treated as Equity Interests for U.S. federal income tax purposes) of one or more Controlled Foreign Corporations (as defined below).

(b) “**Collateral**” means, subject to the exclusions expressly identified in Section 2 hereof, the following property of the Obligors, whether presently owned or existing or hereafter acquired or coming into existence and wherever located, and all additions and accessions thereto and all substitutions and replacements thereof, and all proceeds, products and accounts thereof, including

without limitation, all proceeds from the sale or transfer thereof and of insurance covering the same and of any tort claims in connection therewith:

(i) all Accounts, Deposit Accounts, Instruments, Documents, Chattel Paper (whether Tangible Chattel Paper or Electronic Chattel Paper), Goods (including Inventory, Equipment, Fixtures and Motor Vehicles), Money, Payment Intangibles, customer lists and other General Intangibles and all Letter-of-Credit Rights;

(ii) Pledged Equity (as defined below), and all certificates evidencing the same, together with, in each case, all shares, securities, monies or property representing a dividend on any of the Pledged Equity, or representing a distribution or return of capital upon or in respect of the Pledged Equity, or resulting from a split up, revision, reclassification or other like change of the Pledged Equity or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Equity (the Pledged Equity, together with all other certificates, shares, securities, properties, ownership interests, or moneys, dividends, distributions, returns of capital subscription, warrants, rights or options as may from time to time be pledged hereunder pursuant to this clause being herein collectively called the **“Equity Collateral”**);

(iii) all Investment Property, Financial Assets and Securities Accounts not covered by the foregoing clauses (i) and (ii);

(iv) all Intellectual Property and Intellectual Property Licenses;

(v) all commercial tort claims now or hereafter described on Schedule C attached hereto (which Schedule may be supplemented on the first (1st) anniversary of the Restatement Date solely with respect to the Whole Obligors);

(vi) all other tangible and intangible personal property of the Obligors, including all books, correspondence, records, invoices, computer runs and other papers and documents owned by the Obligors (including any held for the Obligors by any computer bureau or service company from time to time acting for the Obligors); and

(vii) all Proceeds and products in whatever form of all or any part of the other Collateral, including all rents, profits, income and benefits and all proceeds of insurance and all condemnation awards and all other compensation for any event of loss with respect to all or any part of the other Collateral (together with all rights to recover and proceed with respect to the same), and all accessions to, substitutions for and replacements of all or any part of the other Collateral.

(c) **“Controlled Account”** means the bank accounts (including, without limitation, all Deposit Accounts and Securities Accounts) of the Obligors, including without limitation those set forth on Schedule E hereto (which Schedule may be supplemented on the first (1st) anniversary of the Restatement Date solely with respect to the Whole Obligors) that are identified as Controlled Accounts, but excluding any (x) Excluded Accounts and (y) so long as the aggregate amount on deposit therein, together with all other accounts (other than Excluded Accounts) of the Obligors that are not subject to a deposit account control agreement in favor of Agent, does not exceed \$5,000,000 for all such accounts, the accounts set forth on Schedule 8.20(a)(iii) to the Financing Agreement.

(d) **“Controlled Foreign Corporation”** means a “controlled foreign corporation” as defined in the Code.

(e) **“Copyright Licenses”** shall mean any and all agreements and licenses to which an Obligor is a party providing for the granting of any right in or to Copyrights or otherwise providing for a covenant not to sue with respect to a Copyright (whether such Obligor is licensee or licensor thereunder).

(f) **“Copyrights”** shall mean all United States and foreign copyrights owned by an Obligor (including community designs), including but not limited to copyrights in software (if any) and all rights in and to databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, including, without limitation, all moral rights, reversionary interests and termination rights, (iv) all rights to sue for past, present and future infringements thereof and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

(g) **“Domestic Subsidiary”** shall mean a Subsidiary that is organized under the laws of the United States or any state or commonwealth thereof, or the District of Columbia.

(h) **“Equity Interest”** shall mean shares of capital stock, partnership interests, membership interests, beneficial interests in a trust or other equity ownership interests (whether voting or non-voting) in, or interests in the income or profits of, a person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing (other than, prior to the date of such conversion, indebtedness that is convertible into Equity Interests).

(i) **“Event of Default”** shall have the meaning ascribed in the Financing Agreement.

(j) **“Excluded Accounts”** means (i) any Deposit Account of an Obligor that is used by such Obligor solely as a payroll account for employees of the Obligors and into which there is deposited no funds other than those intended solely to cover wages for employees of the Obligors for a period of service no longer than two weeks at any time (and related contributions to be made on behalf of such employees to health and benefit plans) plus balances for outstanding checks for wages from prior periods, (ii) segregated escrow accounts, Deposit Accounts and trust accounts, in each case constituting a trust or other fiduciary account or an employee withholding account containing only funds deducted from pay otherwise due to employees for services rendered to be applied toward the tax obligations of such employees, (iii) any segregated Deposit Account of an Obligor that constitutes regulatory capital or customer cash or is subject, in the ordinary course of business, to cash pooling arrangements or (iv) Deposit Accounts or Securities Accounts that are automatically swept to a zero balance on a daily basis to a Deposit Account or Securities Account that is subject to a control agreement in favor of the Agent and in form and substance reasonably acceptable to the Agent.

(k) **“Excluded Assets”** means:

(i) any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the

period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;

(ii) any lease, license, contract or agreement to which any Obligor is a party, in each case, if and only if, and solely to the extent that, (i) such lease, license, contract or agreement restricts, prohibits, or requires a consent of a Person (other than an Obligor or an Affiliate or Subsidiary of an Obligor) that has not been obtained as a condition to, the creation, attachment or perfection of the security interest granted herein or with respect to which the creation, attachment or perfection of the security interest granted herein would give any other Person (other than an Obligor or an Affiliate or Subsidiary of an Obligor) party to such lease, license, contract or agreement a legally enforceable right to terminate such lease, license, contract or agreement (in the case of each of the foregoing, other than to the extent that any such prohibition, restriction or termination right would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity), or (ii) such lease, license, contract or agreement is an "off the shelf" or non-exclusive license of intellectual property that is not material to the operation of the business of the applicable Obligor or which can be replaced without a material expenditure; provided that immediately upon the time at which the circumstances described in the foregoing clause (i) shall no longer exist with respect any such lease, license, contract or agreement, such lease, license, contract or agreement shall cease to constitute "Excluded Assets", and the applicable Obligor shall be deemed to have automatically granted a security interest in, all of such Obligor's right, title and interest in such lease, license, contract or agreement;

(iii) any lease, license or agreement to which an Obligor is a party or property (including without limitation, any property not located in the United States) of an Obligor subject to a purchase money security interest, capital lease or similar arrangement, in each case, permitted by the Financing Agreement and solely to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money, capital lease or similar arrangement or create a right of termination in favor of any other party thereto (other than an Obligor or an Affiliate of an Obligor) (in the case of each of the foregoing, after giving effect to the applicable anti-assignment provisions of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity), other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other applicable Law notwithstanding such prohibition; provided that immediately upon the time at which the circumstances described in the foregoing clause shall no longer exist with respect any such lease, license, contract, agreement or property, such lease, license, contract, agreement or property shall cease to constitute "Excluded Assets", and the applicable Obligor shall be deemed to have automatically granted a security interest in, all of such Obligor's right, title and interest in such lease, license, contract or agreement or all of such Obligor's right, title and interest in such property, as the case may be;

(iv) motor vehicles and other assets subject to certificates of title, the perfection of a security interest in which requires notation on a certificate of title or ownership;

(v) (x) any Excluded Account and (y) so long as the aggregate amount on deposit therein, together with all other accounts (other than Excluded Accounts) of the Obligors that are not subject to a deposit account control agreement in favor of Agent, does not exceed \$5,000,000 for all such

accounts, the accounts set forth on Schedule 8.20(a)(iii) to the Financing Agreement (such accounts, “**Specified Excluded Accounts**”); provided, that if at any time the aggregate amount on deposit in the Specified Excluded Accounts and / or the other accounts (other than Excluded Accounts) of the Obligor(s) that are not subject to a deposit account control agreement exceeds \$5,000,000, the relevant Obligor(s) shall promptly comply with Section 8.27 of the Financing Agreement in respect of such deposit accounts as are sufficient to cause such threshold not to be exceeded and, upon the earlier to occur of (i) the effectiveness of any deposit account control agreement(s) entered into pursuant to this proviso or (ii) such time at which the threshold is no longer exceeded, the Obligor(s) shall promptly deliver, or cause to be delivered, to Agent a revised Schedule 8.20(a)(iii) of the Financing Agreement;

(vi) any other assets where the Agent reasonably determines that the cost of obtaining or perfecting a security interest in such assets exceeds the practical benefit to the Lenders afforded thereby;

provided, however, that Excluded Assets shall not include any Proceeds of property described in clauses (j)(i) through (j)(vi) above (unless such Proceeds are also described in such clauses and would otherwise constitute Excluded Assets).

(l) “**Foreign Subsidiary**” means any Subsidiary that is not a Domestic Subsidiary.

(m) “**Intellectual Property**” shall mean, collectively, the Copyrights, the Patents, the Trademarks, all trade secrets, know-how and all other confidential or proprietary information (whether or not such confidential or proprietary information has been reduced to a writing or other tangible form), and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, including all applications for registration of any of the foregoing, the right to sue for past, present and future misappropriation or other violation of any intellectual property right, and all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit.

(n) “**Intellectual Property Agreements**” shall mean the Copyright Licenses, the Patent Licenses and the Trademark Licenses, and all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit.

(o) “**Intellectual Property Security Agreement**” shall mean a Confirmatory Grant of Security Interest in Trademarks, Patents and Copyrights, substantially in the form of Exhibit C hereto.

(p) “**Joinder Agreement**” shall mean any joinder agreement to this Agreement substantially in the form of Exhibit B hereto executed by an entity that becomes an Obligor under this Agreement after the date hereof.

(q) “**Material Domestic Subsidiary**” shall mean a Domestic Subsidiary that is a Material Company.

(r) “**Material Foreign Subsidiary**” shall mean any Foreign Subsidiary that is a Material Company.

(s) “**Obligations**” shall have the meaning ascribed to the defined term “Common Secured Obligations” in the Intercreditor Agreement (as defined in the Finance Agreement).

(t) “**Patent Licenses**” means all agreements and licenses to which an Obligor is a party providing for the granting of any right in or to Patents or otherwise providing for a covenant not to sue with respect to a Patent (whether such Obligor is licensee or licensor thereunder).

(u) “**Patents**” shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing owned by an Obligor, including, but not limited to: (i) all registrations and applications therefor, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(v) “**Permitted Security**” shall have the meaning ascribed in the Financing Agreement.

(w) “**Pledged Equity**” shall mean with respect to each Obligor, (a) 100% of the issued and outstanding Equity Interests of each Material Domestic Subsidiary (other than a CFC Holding Company) and (b) 65% of the issued and outstanding voting Equity Interests and 100% of the issued and outstanding non-voting Equity Interests in (i) each first-tier Material Foreign Subsidiary and (ii) each first-tier Domestic Subsidiary that is a CFC Holding Company (provided that if no material adverse tax consequences to the applicable Obligor shall arise or exist in connection with the pledge of the applicable Foreign Subsidiary or CFC Holding Company, the Pledged Equity shall include, and the applicable Obligor shall be deemed to have granted a security interest in, 100% of the voting Equity Interests of such Foreign Subsidiary or CFC Holding Company held by such Obligor), in each case of each Obligor that is directly owned by or on behalf of such Obligor, in each case together with the certificates (or other agreements or instruments), if any, if any, representing such shares, and all options and other rights, contractual or otherwise, with respect thereto, including the following:

(i) all Equity Interests representing a dividend thereon, or representing a distribution or return of capital upon or in respect thereof, or resulting from a stock split, revision, reclassification or other exchange therefor, and any subscriptions, warrants, rights or options issued to the holder thereof, or otherwise in respect thereof; and

(ii) subject to the limitations of the definition hereof, in the event of any consolidation or merger involving the issuer of any Equity Interests described above and in which such issuer is not the surviving person, all shares of each class of the Equity Interests of the successor person formed by or resulting from such consolidation or merger, to the extent that such successor person is a first-tier Material Domestic Subsidiary of an Obligor (that is not a CFC Holding Company) or, if such successor person is a first-tier Material Foreign Subsidiary of an Obligor or a direct Material Domestic Subsidiary of an Obligor that is a CFC Holding Company, 65% of all voting shares of each class of the Equity Interests and 100% of all non-voting share of each class of the Equity Interests of such successor person formed by or resulting from such consolidation or merger

(provided that if no material adverse tax consequences to the applicable Obligor shall arise or exist in connection with the pledge of such successor person, the Pledged Equity shall include, and the applicable Obligor shall be deemed to have granted a security interest in, 100% of all voting shares of each class of the Equity Interests of such successor person held by such Obligor).

(x) “**Requirements of Laws**” shall mean any U.S. federal, state and local, and any non-U.S. laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Authority and applicable to an Obligor.

(y) “**Specified Excluded Accounts**” shall have the meaning ascribed thereto in clause (v) of the definition of Excluded Assets.

(z) “**Trademark Licenses**” means any and all agreements and licenses to which an Obligor is a party providing for the granting of any right in or to Trademarks or otherwise providing for a covenant not to sue or permitting co-existence with respect to a Trademark (whether such Obligor is licensee or licensor thereunder).

(aa) “**Trademarks**” means United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature owned by an Obligor, all registrations and applications for any of the foregoing including, but not limited to: (i) all registrations and applications therefor, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(bb) “**Finance Documents**” shall have the meaning ascribed thereto in the Financing Agreement.

(cc) “**UCC**” or “**Uniform Commercial Code**” shall mean the Uniform Commercial Code, as in effect from time to time, in the State of New York or in any other jurisdiction the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, the Agent’s or any other Secured Party’s lien on any Collateral.

(dd) “**Unasserted Contingent Obligations**” means Obligations for taxes, costs, indemnifications, reimbursements, damages and other liabilities (excluding Obligations in respect of the principal of, and interest and premium (if any) on, and fees and expenses relating to, any Obligation) in respect of which no assertion of liability (whether oral or written) and no claim or demand for payment (whether oral or written) has been made (and, in the case of Obligations for indemnification, no notice for indemnification has been issued by the indemnitee) at such time.

2. **GRANT OF SECURITY INTEREST.** As an inducement for the Lenders to make the Loans, and to secure the complete and timely payment, performance and discharge in full, as the case may be, of all of the Obligations, each Obligor hereby unconditionally and irrevocably pledges, grants and hypothecates to the Agent for the benefit of the Secured Parties a continuing

security interest (the “**Security Interest**”) in and to, a lien upon and a right of set-off against all of their respective right, title and interest of whatsoever kind and nature in and to the Collateral; provided, that notwithstanding the foregoing, this Agreement shall not constitute a grant of a security interest in the Excluded Assets; provided, further, that if and when any property shall cease to be Excluded Assets, a Security Interest in and to, a lien upon and a right of set-off against, such property shall be deemed automatically granted therein.

3. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE OBLIGORS. (x) (i) Each Razor Obligor represents and warrants to the Agent for the benefit of the Secured Parties and (ii) upon and after the one (1) year anniversary of the Restatement Date, each Obligor represents and warrants to the Agent for the benefit of the Secured Parties (solely in the case of any Whele Obligators, with respect to the period from the Restatement Date through and including the applicable date such representation and warranties are being made) and (y) each Obligor covenants and agrees with the Agent for the benefit of the Secured Parties, in each case, as follows:

(a) Such Obligor has the requisite corporate or limited liability company power and authority to enter into this Agreement and otherwise to carry out its obligations hereunder. The execution, delivery and performance by such Obligor of this Agreement and the filings contemplated herein have been duly authorized by all necessary corporate or limited liability company action on the part of such Obligor and no further action is required by such Obligor.

(b) Such Obligor has no place of business or offices where its books of account and records are kept (other than temporarily at the offices of its attorneys or accountants) or places where Collateral valued in excess of \$500,000, individually and in the aggregate for all such places, is stored or located, except as set forth on Schedule A attached hereto (which Schedule may be supplemented (i) on the first (1st) anniversary of the Restatement Date solely with respect to the Whele Obligators and (ii) otherwise from time to time by the relevant Obligor, in each case, with notice to the Agent).

(c) Such Obligor is the sole owner of, or possesses adequate rights in, the Collateral, and, except for the Permitted Security and liens in favor of the Secured Parties, such Collateral is free and clear of any liens, security interests, encumbrances, rights or claims, and such Obligor is fully authorized to grant the Security Interest in and to pledge the Collateral. There is not on file in any governmental or regulatory authority, agency or recording office an effective financing statement, security agreement, license or transfer or any notice of any of the foregoing (other than those filed in favor of the Secured Parties) covering or affecting any of the Collateral except for the Permitted Security and liens in favor of the Secured Parties. Until the Obligations (other than Unasserted Contingent Obligations) shall have been paid and performed in full and all Finance Documents and all commitments thereunder have terminated, such Obligor shall not execute and shall not knowingly permit to be on file in any such office or agency any such financing statement or other document or instrument (except to the extent filed or recorded in favor of the Secured Parties pursuant to the terms of this Agreement and except those arising from the Permitted Security).

(d) Except as disclosed in the Schedules to the Financing Agreement (which Schedules may be supplemented in accordance with the express terms of Article 7 of the Financing Agreement), to the knowledge of such Obligor no written claim has been received by such Obligor that any

Intellectual Property that is necessary and material to the conduct of its business or such Obligor's use of any such Intellectual Property violates the intellectual property rights of any third party. There has been no adverse decision to such Obligor's claim of ownership rights in or rights to use the Intellectual Property that is necessary and material to the conduct of its business and owned by such Obligor in any jurisdiction or to such Obligor's right to keep and maintain the registered Intellectual Property that is necessary and material to the conduct of its business it owns in full force and effect. Except as disclosed in the Schedules to the Financing Agreement (which Schedules may be supplemented in accordance with the express terms of Article 7 of the Financing Agreement), there is no proceeding pending before any court, judicial body, administrative or regulatory agency, arbitrator or other governmental authority or, to the knowledge of such Obligor, threatened in writing against such Obligor contesting or challenging the validity, scope or enforceability of, or an Obligor's ownership of or right to use any Intellectual Property that is necessary and material to the conduct of such Obligor's business.

(e) Such Obligor shall at all times maintain its books of account and records relating to the Collateral at its principal place of business and its Collateral valued in excess of \$500,000 individually and in the aggregate for all such locations at the locations set forth on Schedule A attached hereto (which Schedule may be supplemented in accordance with Section 3(b) above and clauses (A) and (B) of this paragraph (e)) and may not relocate such books of account and records or tangible Collateral valued in excess of \$500,000 individually or in the aggregate for all such locations unless it delivers to the Agent at least twenty (20) days (or such later date as may be agreed to by the Agent in its sole discretion) prior to such relocation (A) written notice of such relocation and the new location thereof (which must be within the United States) and (B) evidence that appropriate financing statements under the UCC and other necessary documents have been filed and recorded and other steps have been taken to create in favor of the Agent, for the benefit of itself and the Secured Parties, a valid, perfected and continuing perfected first priority (except for the Permitted Security) Lien in the Collateral.

(f) This Agreement creates in favor of the Agent, for itself and on behalf of the Secured Parties, a valid security interest in the Collateral securing the payment and performance of the Obligations and, upon making the filings described in clause (g) below with respect to Collateral that may be perfected by such filing and upon the timely effecting of actions required by applicable law to perfect security interests in other Collateral which actions shall be taken by such Obligor at the request of a Secured Party (including, without limitation, the transfer of possession of original certificated securities with respect to the Borrower (or any Guarantor that issues original certificated securities), together with appropriate transfer instruments and the delivery of deposit account control agreements by the applicable Obligor as set out in this Agreement), a perfected first priority (except for the Permitted Security) Lien in such Collateral.

(g) Such Obligor hereby authorizes the Agent, for itself and on behalf of the Secured Parties, to file one or more financing statements under the UCC, with respect to the Security Interest with the filing and recording agencies in any jurisdiction deemed necessary or desirable in the sole and absolute discretion of the Agent, and to file the Intellectual Property Security Agreements with the U.S. Patent and Trademark Office or the U.S. Copyright Office as appropriate; provided in no event shall such Obligor be required to file any foreign equivalents of Intellectual Property Security Agreements. Without limiting the foregoing, each Obligor authorizes the Agent to file the UCC financing statement naming such Obligor as debtor set forth on Exhibit A hereto. Each

Obligor irrevocably authorizes the Agent, for and on behalf of the Secured Parties, at any time and from time to time, to file in any filing office in any jurisdiction, any initial financing statement or amendment thereto that indicates the collateral as “all assets” or “all personal property” of such Obligor or words of similar effect. Such Obligor will pay the cost of filing the same in all public offices wherever the filing is, or is deemed by the Agent to be, necessary or desirable to effect the rights and obligations provided for herein. Without limiting the generality of the foregoing, but subject to the terms of the Financing Agreement and this Agreement, such Obligor shall pay all fees, taxes and other amounts necessary to maintain the Collateral and the Security Interest hereunder, and such Obligor shall obtain and furnish to the Agent from time to time, upon demand therefor, such releases and/or subordinations of claims and liens which may be required to maintain the priority of the Security Interest hereunder.

(h) [Reserved].

(i) Such Obligor shall at all times maintain the Liens and Security Interest provided for hereunder as valid and perfected first priority (except for Permitted Security) Liens and Security Interests in the Collateral in favor of the Agent until this Agreement and the Security Interest hereunder shall be terminated pursuant to Section 13 hereof. Such Obligor hereby agrees to defend the Liens in favor of the Agent from and against any and all persons except for the Secured Parties. Such Obligor shall safeguard and protect all Collateral for the account of the Secured Parties, subject to ordinary wear and tear, casualty or condemnation.

(j) [Reserved].

(k) [Reserved].

(l) Such Obligor shall, promptly upon obtaining knowledge thereof, advise the Agent, in sufficient detail, of any substantial change in the Collateral, and of the occurrence of any event with respect to the Collateral which would have a Material Adverse Effect on the value of the Collateral or on the Secured Parties' Lien thereon.

(m) Such Obligor shall promptly execute and deliver to the Secured Parties such further deeds, mortgages, fixture filings, assignments, security agreements, financing statements or other instruments, documents, certificates and assurances and take such further action as any Secured Party may from time to time reasonably request and may in its sole discretion deem necessary to perfect, protect or enforce its security interest in the Collateral or any additional collateral, including, without limitation, the execution and delivery of separate mortgages and fixture filings, which shall be satisfactory to the Agent in its sole discretion for owned real or personal property interest.

(n) [Reserved].

(o) [Reserved].

(p) Such Obligor shall within ten (10) Business Days notify the Agent in sufficient detail upon becoming aware of any attachment, garnishment, execution or other legal process levied against any Collateral and of any other information received by such Obligor that may materially adversely

affect the value of the Collateral, taken as a whole, the Security Interest or the rights and remedies of the Secured Parties hereunder.

(q) All information heretofore, herein or hereafter supplied to the Secured Parties by or on behalf of such Obligor with respect to the Collateral is accurate and complete in all material respects as of the date furnished.

(r) [Reserved].

(s) Such Obligor will not change its name, corporate structure, or identity, or add any fictitious name unless it provides at least twenty (20) days (or such later date as may be agreed to by the Agent in its sole discretion) prior written notice to the Agent of such change and, upon the request of the Agent or as otherwise required under the terms of the Financing Agreement, such Obligor provides any financing statements or fixture filings necessary to perfect and continue perfected the perfected first priority (except for Permitted Security) Security Interest granted and evidenced by the Security Documents.

(t) [Reserved].

(u) Such Obligor may not relocate its chief executive office to a new location without providing twenty (20) days (or such later date as may be agreed to by the Agent in its sole discretion) prior written notification thereof to the Agent and so long as, upon the request of the Agent or as otherwise required under the terms of the Financing Agreement, such Obligor provides any financing statements or fixture filings necessary to perfect and continue perfected the perfected first priority (except for Permitted Security) Security Interest granted and evidenced by the Security Documents.

(v) [Reserved].

(w) With respect to the Subsidiaries of each Obligor and the Pledged Equity of such Subsidiaries, including without limitation the Pledged Equity set forth in Schedule D (which Schedule may be supplemented on the first (1st) anniversary of the Restatement Date solely with respect to the Whole Obligors, with notice to the Agent):

(i) The Obligors shall deliver, or cause to be delivered, all certificates or instruments representing or evidencing the Pledged Equity to the Agent (in the case of any Pledged Equity existing on the date hereof, within ten (10) days after the date hereof (or at such later date that the Agent may agree to in its sole discretion)), which shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Agent.

(ii) The Agent shall have the right, at any time in its discretion and without notice to any Obligor, after the occurrence and during the continuance of any Event of Default, to transfer to or to register in the name of the Agent or any of its nominees any or all of such Pledged Equity. The Agent shall also have the right at any time, in connection with exercising its rights hereunder, to exchange certificates or instruments, if any, representing or evidencing such Pledged Equity for certificates or instruments of smaller or larger denominations provided that the aggregate number of interests on such certificates or instruments issued in exchange thereof shall not exceed the

number of interests pledged by the Obligor in the Material Domestic Subsidiaries and/or Material Foreign Subsidiaries, as applicable;

(iii) In addition, upon the request of the Agent, take all other steps reasonably necessary or advisable under any applicable law to be taken in order to perfect the first priority (except for Permitted Security) Security Interest granted to Agent free from adverse claims hereunder shall be taken by or on behalf of each Obligor, including without limitation, any notation on any certificate or instrument representing the Pledged Equity and any notation on any share register or similar document or Instrument;

(iv) [Reserved];

(v) Schedule D hereto (which Schedule may be supplemented in accordance with the express terms of this Agreement) constitutes all of the Equity Interests (and describes the percentage of ownership in the applicable Subsidiary issuing such Equity Interests) of any Material Domestic Subsidiary and Material Foreign Subsidiary owned by each Obligor as of the date hereof; and

(vi) Notwithstanding anything to the contrary contained herein, no interest in any limited liability company or limited partnership owned or controlled by any Obligor that constitutes Pledged Equity shall be represented by a certificate and no limited liability company agreement or partnership agreement thereof shall expressly provide that such interests shall be a “security” within the meaning of Article 8 of the UCC of the applicable jurisdiction.

(x)

(i) So long as no Event of Default shall have occurred and be continuing, each applicable Obligor shall be entitled to exercise any and all voting and other rights pertaining to the Pledged Equity, as applicable, or any part thereof for any purpose not inconsistent with the terms of this Agreement and the other Finance Documents; *provided, however*, that such Obligor shall not exercise or shall refrain from exercising any such right if such action or inaction would be inconsistent with or violate any provisions of this Agreement and the other Finance Documents.

(ii) So long as no Event of Default shall have occurred and be continuing, each applicable Obligor shall be entitled to receive all dividends, distributions and payments paid from time to time in respect of the Collateral and Equity Collateral to the extent permitted by the Finance Documents.

(iii) At any time while an Event of Default has occurred and is continuing, any and all (A) dividends and other distributions paid or payable in cash in respect of any Equity Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and (B) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Equity Collateral, shall, if received by an Obligor, be received in trust for the benefit of the Agent and the Secured Parties, be segregated from the other property or funds of such Obligor, and, upon request from the Agent, shall in each case be forthwith delivered to the Agent to hold in the same form as so received (with any necessary endorsement).

(iv) [Reserved].

(v) Subject to the provisions of Section 4 hereof, upon the occurrence and during the continuance of an Event of Default, (A) upon notice from the Agent all voting and other rights of an Obligor which it would otherwise be entitled to exercise pursuant to Section 3(x)(i) shall cease, and all such rights shall automatically thereupon (unless expressly waived in writing by the Agent) become vested in the Agent for the benefit of itself and the Secured Parties, which shall (unless expressly waived in writing by the Agent) thereupon have the sole right to exercise such rights in accordance with Article 5 hereof, and (B) upon notice from the Agent all cash dividends or other distributions payable in respect of the Pledged Equity shall be paid to the Agent, for the benefit of itself and the Secured Parties and such Obligor's right to receive such cash payments pursuant to Sections 3(x)(ii) and 3(x)(iii) hereof shall immediately and automatically cease until such Event of Default is cured or waived, in each case, in accordance with the terms of the Financing Agreement.

(y) Schedule E attached hereto (which Schedule may be supplemented in accordance with the express terms of this Agreement) correctly sets forth all Controlled Accounts of each Obligor as of the date hereof. Each Obligor agrees that (i) it shall not create any new Controlled Account that is not an Excluded Account, unless prior to (or concurrently therewith (or by such later date as may be agreed to by the Agent in its sole discretion)) it has entered into an account control agreement for such Controlled Account in form and substance reasonably satisfactory to the Agent, and (ii) no proceeds of any Accounts will be deposited in or at any time transferred to any Controlled Account other than a Controlled Account governed by an account control agreement in form and substance reasonably satisfactory to the Agent or as expressly permitted by the Financing Agreement.

(z) [Reserved].

(aa) No less frequently than on a semi-annual basis, with respect to any Intellectual Property hereafter owned or acquired which is registered or for which registration is sought during a semi-annual period, such Obligor shall (i) concurrently with the delivery of the Compliance Certificate required to be delivered under the Financing Agreement with respect to the last month of such calendar quarter, deliver to Agent a schedule setting forth in reasonable detail such Intellectual Property acquired by such Obligor during such semi-annual period and (ii) promptly file, upon request by the Agent, in appropriate form for recordation, an Intellectual Property Security Agreement covering such Intellectual Property with the U.S. Patent and Trademark Office or the U.S. Copyright Office, as applicable; *provided* that, such Obligor shall not be required to file any foreign equivalents of such filings.

(bb)

(i) If any amount payable in excess of \$500,000, individually and in the aggregate for all such amounts, under or in connection with any Collateral owned by such Obligor shall be or become evidenced by an instrument or Tangible Chattel Paper, such Obligor shall mark all such instruments and Tangible Chattel Paper with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of Victory Park Management, LLC, as Agent" and, at the request of the Agent, shall immediately deliver such instrument or Tangible Chattel Paper to the Agent, duly indorsed in a manner satisfactory to the Agent. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be

continuing, unless notice to the contrary is provided by the Agent, such Obligor may retain for collection in the ordinary course of business any instrument received for payment in the ordinary course of business, and the Agent shall, within reasonable time upon request of the Obligor, make appropriate arrangements for making any instrument or Tangible Chattel Paper delivered by Obligor available to Obligor for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate by the Agent, against trust receipts or like document).

(ii) Such Obligor shall not grant “control” (within the meaning of such term under Article 9-106 of the UCC) over any investment property to any Person other than the Agent, a securities intermediary or a commodity intermediary.

(iii) If any amount payable in excess of \$500,000, individually and in the aggregate for all such amounts, under or in connection with any Collateral owned by such Obligor shall be or become evidenced by Electronic Chattel Paper, such Obligor shall take all steps requested by the Agent after notification by Obligor of ownership of such Collateral, to grant the Agent control of all such Electronic Chattel Paper for the purposes of Section 9-105 of the UCC (or any similar section under any equivalent UCC) and all “transferable records” as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act

Notwithstanding anything to the contrary in this Agreement or the other Finance Documents, (A) no Obligor shall be required to enter into control agreements or other control arrangements with respect to, or otherwise perfect any security interest by “control” over securities accounts, deposit accounts, other bank accounts, cash and cash equivalents and accounts relating to the clearing, payment processing and similar operations of any Obligor, or other assets specifically requiring perfection through control, other than in the United States, or any state or commonwealth thereof and the District of Columbia; (B) no Obligor shall be required to take any action in, or required by the laws of, any jurisdiction (other than in the United States, any state or commonwealth thereof and the District of Columbia) to create a security interest in or to perfect any security interest in any Collateral, including Collateral held outside of the United States or any intellectual property rights and there shall be no requirement of any Obligor to make any filings or take any action in any office in any foreign jurisdiction, including with respect to foreign Intellectual Property and (C) there shall be no requirement to obtain, execute or file any leasehold deeds of trusts or leasehold mortgages with respect to leased locations of any Obligor, in the case of each of the foregoing clauses (A), (B) and (C), solely to the extent the Obligors conduct their respective businesses solely in the United States or the District of Columbia (or any state or local jurisdiction therein), it being agreed and understood by the parties hereto that to the extent any Obligor uses the proceeds of any Loans to conduct any business or acquire any Collateral outside of the United States, the District of Columbia (or any state or local jurisdiction therein), the Agent shall be permitted to require such Obligor to perfect the Agent’s security interest in any Collateral located in such foreign jurisdiction.

4. DUTY TO HOLD IN TRUST. Upon the occurrence and during the continuance of any Event of Default, the Obligors shall, upon receipt of any revenue, income or other sums subject to the Security Interest, whether payable pursuant to the Financing Agreement, the Notes, the other Finance Documents or otherwise, or of any check, draft, note, trade acceptance or other instrument

evidencing an obligation to pay any such sum, hold the same in trust for the Agent on behalf of the Secured Parties and, upon the request of the Agent, shall forthwith endorse and transfer any such sums or instruments, or both, to the Agent on behalf of the Secured Parties (pro rata in accordance with the then outstanding principal amount of Loans (and to the extent applicable, without duplication, Notes)) for application to the satisfaction of the Obligations.

5. RIGHTS AND REMEDIES UPON EVENT OF DEFAULT. Upon the occurrence and during the continuance of any Event of Default, the Agent, for itself and on behalf of each Secured Party, shall have the right to exercise all of the remedies conferred hereunder and under the Financing Agreement, the Notes and the other Finance Documents, at law and in equity, and the Agent, for itself and on behalf of each Secured Party, shall have all the rights and remedies of a secured party under the UCC. Without limitation, upon the occurrence and during the continuance of an Event of Default, the Agent shall also have the following rights and powers:

(a) The Agent shall have the right to take possession of the Collateral and, for that purpose, enter (with respect to leased premises, to the extent permitted by the owner thereof), with the aid and assistance of any person, any premises where the Collateral, or any part thereof, is or may be placed and remove the same, and the Obligors shall assemble the Collateral and make it available to the Agent at places which the Agent shall reasonably select, whether at the Obligors' premises or elsewhere, and make available to the Agent, without rent paid by the Agent, all of the Obligors' respective premises and facilities for the purpose of the Agent taking possession of, removing or putting the Collateral in saleable or disposable form.

(b) The Agent shall have the right to operate the business of the Obligors using the Collateral and shall have the right to assign, sell, lease or otherwise dispose of and deliver all or any part of the Collateral, at public or private sale or otherwise, either with or without special conditions or stipulations, for cash or on credit or for future delivery, in such parcel or parcels and at such time or times and at such place or places, and upon such terms and conditions as the Agent may deem commercially reasonable and in accordance with all applicable laws, all without (except as shall be required by applicable statute and cannot be waived) advertisement or demand upon or notice to the Obligors or right of redemption of the Obligors, which are hereby expressly waived. Upon each such sale, lease, assignment or other transfer of Collateral, the Agent may, unless prohibited by applicable law which cannot be waived, purchase all or any part of the Collateral being sold, free from and discharged of all trusts, claims, right of redemption and equities of the Obligors, which are hereby waived and released.

(c) Each of the Obligors agrees that, upon the occurrence and during the continuance of an Event of Default, the Agent shall have the absolute right to seek the immediate appointment of a receiver for all or any portion of the Collateral and/or any other real or personal property of the Obligors given as security for the payment and performance of the Obligors' obligations under this Agreement, the Notes, the Financing Agreement and the other Finance Documents and none of the Obligors shall object to any such receiver proposed by the Agent (or the immediate appointment thereof). Such right to seek the appointment of a receiver for the assets of the Obligors shall exist and the court of competent jurisdiction administering the applicable bankruptcy, insolvency or other proceeding shall have the authority to appoint such receiver, in each case, regardless of the value of the security for the amounts due under the Loans (including any such amounts evidenced by the Notes) and other Obligations, or secured hereby or of the

solvency of any party bound for the payment of such indebtedness. The Obligors hereby irrevocably consent to any appointment made by such court and, upon the occurrence of an Event of Default arising from Section 10.1(c) or 10.1(d) of the Financing Agreement, waive notice of any application thereof, and agree that such appointment may be sought by the Agent and made by such court, in each case, on an ex parte basis.

6. PLEDGED EQUITY. Each Obligor recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended (the “**1933 Act**”), and applicable state securities laws, the Agent may be compelled, with respect to any sale of all or any part of the Equity Collateral conducted without prior registration or qualification of such Equity Collateral under the 1933 Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Equity Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Obligor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the 1933 Act) and, notwithstanding such circumstances, each Obligor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Equity Collateral for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the 1933 Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If the Agent determines to exercise its right to sell any or all of the Equity Collateral, upon written request, each Obligor shall and shall cause (or, solely with respect to any such issuer of Equity Collateral for which such Obligor does not own all of the issued and outstanding Equity Interests of such issuer, to the extent within such Obligor’s power and authority under the applicable charter, by-laws or other organizational documents of such issuer, shall cause) each issuer of any Equity Collateral to be sold hereunder, each partnership and each limited liability company from time to time to furnish to the Agent all such information as the Agent may request in order to determine the number and nature of interest, shares or other instruments included in the Equity Collateral which may be sold by the Agent in exempt transactions under the 1933 Act and the rules and regulations of the SEC thereunder, as the same are from time to time in effect.

7. GRANT OF INTELLECTUAL PROPERTY LICENSE. For the purpose of enabling the Agent, solely during the continuance of an Event of Default, to exercise rights and remedies under Sections 5 and 8 hereof at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Obligor hereby (a) grants to the Agent, to the extent not prohibited under any applicable third party agreements or any applicable law, a non-exclusive license (exercisable without payment of royalty or other compensation to such Obligor) to such rights as each Obligor has to use, license or sublicense (solely in the manner substantially consistent with the applicable Obligor’s historical use, licensing and sublicensing) any of the Intellectual Property now owned or hereafter acquired by such Obligor, wherever the same may be located, and including in such license access to all media in which any of such Intellectual Property may be recorded or stored and to all computer programs used for the compilation or printout hereof, subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Obligor to avoid the risk of invalidation of said Trademarks, and (b) irrevocably agrees that the Agent may sell any of such Obligor’s Inventory directly to any person, including without limitation persons who have previously purchased such Obligor’s Inventory

from such Obligor and in connection with any such sale or other enforcement of the Collateral owned by or licensed to such Obligor and any Inventory that is covered by any Copyright owned or licensed to such Obligor, the Agent may finish any work in process and affix any Trademark owned by or licensed (solely to the extent permitted by the applicable licensor) to such Obligor and sell such Inventory as provided herein.

8. INTELLECTUAL PROPERTY.

(a) Anything contained herein to the contrary notwithstanding, in addition to the other rights and remedies provided herein, upon the occurrence and during the continuation of an Event of Default:

(i) to the fullest extent permitted by applicable law, the Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Obligor, the Agent or otherwise, in the Agent's sole discretion, to enforce any Intellectual Property, in which event such Obligor shall, at the request of the Agent, do any and all lawful acts and execute any and all documents reasonably requested by the Agent in aid of such enforcement and such Obligor shall promptly, upon demand, reimburse and indemnify the Agent as provided in Section 10 hereof in connection with the exercise of its rights under this Section; and

(ii) within ten (10) Business Days after written notice from the Agent, each Obligor shall use commercially reasonable efforts to make available to the Agent, to the extent within such Obligor's power and authority, such personnel in such Obligor's employ on the date of such notice as the Agent may reasonably designate, by name, title or job responsibility, to permit such Obligor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Obligor under or in connection with the Trademarks and Trademark Licenses owned by the Obligor, such persons to be available to perform their prior functions on the Agent's behalf and to be compensated by the Agent at such Obligor's actual cost, consistent with the salary and benefit structure applicable to each as of the date of such notice; and

(b) If (i) an Event of Default shall have occurred and, by reason of a written waiver from the Secured Parties, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Agent of any rights, title and interests in and to the Intellectual Property shall have been previously made and shall have become absolute and effective, and (iv) the Obligations shall not have become immediately due and payable, then upon the written request of any Obligor, the Agent shall promptly execute and deliver to such Obligor, at such Obligor's sole cost and expense, such assignments or other documents as may be reasonably necessary to reassign to such Obligor any such rights, title and interests as may have been assigned to the Agent as aforesaid, subject to any disposition thereof that may have been made by the Agent; provided, after giving effect to such reassignment, the Agent's security interest granted pursuant hereto, as well as all other rights and remedies of the Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of the Agent and the Secured Parties.

9. APPLICATIONS OF PROCEEDS. The proceeds of any sale, lease or other disposition of the Collateral hereunder shall be applied first, to the expenses of retaking, holding, storing

processing and preparing for sale, selling, and the like (including, without limitation, any taxes, fees and other costs incurred in connection therewith) of the Collateral, second, to attorneys' fees and expenses incurred by the Agent in enforcing its rights hereunder and in connection with collecting, storing and disposing of the Collateral, and then to satisfaction of the Obligations to each Secured Party, and to the payment of any other amounts required by applicable law, after which the Secured Parties shall pay to the Obligor any surplus proceeds. If, upon the sale, license or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Secured Parties are legally entitled, the Obligors will be liable for the deficiency, together with interest thereon, at the Default Rate, and the reasonable and documented fees of any attorneys employed by the Agent to collect such deficiency. To the extent permitted by applicable law, each Obligor waives all claims, damages and demands against the Secured Parties arising out of the repossession, removal, retention or sale of the Collateral, unless due to the gross negligence or willful misconduct of any Secured Party. All proceeds hereof or payments under any of the Finance Documents shall apply to the Secured Parties on a pro-rata basis, in accordance with the principal amount of the Obligations outstanding at the time of such payment.

10. COSTS AND EXPENSES. The Obligors agree to pay all reasonable, documented out-of-pocket fees, costs and expenses incurred in connection with any filing required hereunder, including without limitation, any financing statements pursuant to the UCC, continuation statements, partial releases and/or termination statements related thereto or any expenses of any searches reasonably required by any Secured Party. The Obligors will also upon demand, pay to the Agent the amount of any and all reasonable and documented expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Agent may incur in connection with (i) the enforcement of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral or (iii) the exercise or enforcement of any of the rights of the Secured Parties under the Finance Documents. Until so paid, any fees payable hereunder shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate.

11. RESPONSIBILITY FOR COLLATERAL. The Obligors assume all liabilities and responsibility in connection with all Collateral, and the Obligations shall in no way be affected or diminished by reason of the loss, destruction, damage or theft of any of the Collateral or its unavailability for any reason.

12. SECURITY INTEREST ABSOLUTE. To the fullest extent permitted by applicable law, all rights of each Secured Party and all Obligations of the Obligors hereunder shall be absolute and unconditional, irrespective of: (a) any lack of validity or enforceability of this Agreement, the Notes, the other Finance Documents or any other agreement entered into in connection with the foregoing, or any portion hereof or thereof; (b) any change in the time, manner or place of payment or performance of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from this Agreement, the Notes, the other Finance Documents or any other agreement entered into in connection with the foregoing; (c) any exchange, release or nonperfection of any of the Collateral, or any release or amendment or waiver of or consent to departure from any other collateral for, or any guaranty, or any other security, for all or any of the Obligations; (d) any action by the Agent to obtain, adjust, settle and cancel in its sole discretion any insurance claims or matters made or arising in connection with the Collateral; or (e) any other circumstance which might otherwise constitute any legal or equitable defense

available to the Obligors, or a discharge of all or any part of the Security Interest granted hereby. Until the Obligations (other than Unasserted Contingent Obligations) shall have been paid and performed in full, the rights of each Secured Party shall continue even if the Obligations are barred for any reason, including, without limitation, the running of the statute of limitations or bankruptcy. Each Obligor expressly waives presentment, protest, notice of protest, demand, notice of nonpayment and demand for performance. In the event that at any time any transfer of any Collateral or any payment received by any Secured Party hereunder shall be deemed by final order of a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under the bankruptcy or insolvency laws of the United States, or shall be deemed to be otherwise due to any party other than any Secured Party, then, in any such event, the Obligors' obligations hereunder shall survive cancellation of this Agreement, and shall not be discharged or satisfied by any prior payment thereof and/or cancellation of this Agreement, but shall remain a valid and binding obligation enforceable in accordance with the terms and provisions hereof. Each Obligor waives all right to require a Secured Party to proceed against any other person or to apply any Collateral which such Secured Party may hold at any time, or to marshal assets, or to pursue any other remedy. Each Obligor waives any defense arising by reason of the application of the statute of limitations to any obligation secured hereby.

13. TERM OF AGREEMENT. This Agreement and the Security Interest shall terminate on the date on which all Obligations have been paid in full or have been satisfied or discharged in full (except for Unasserted Contingent Obligations). Upon such termination, the Agent, at the request and at the expense of the Obligors, will join in executing any termination statement with respect to any financing statement or other security document executed and filed pursuant to this Agreement.

14. POWER OF ATTORNEY, FURTHER ASSURANCES.

(a) Each Obligor authorizes the Agent, and does hereby make, constitute and appoint the Agent and its respective officers, agents, successors or assigns with full power of substitution, as such Obligor's true and lawful attorney-in-fact, with power, in the name of the Agent or such Obligor, after the occurrence and during the continuance of an Event of Default, (i) to endorse any note, checks, drafts, money orders or other instruments of payment (including payments payable under or in respect of any policy of insurance) in respect of the Collateral that may come into possession of the Secured Party, (ii) to sign and endorse any financing statement pursuant to the UCC or any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against the Obligors, assignments, verifications and notices in connection with accounts, and other documents relating to the Collateral, (iii) to pay or discharge taxes, liens, security interests or other encumbrances at any time levied or placed on or threatened against the Collateral, (iv) to demand, collect, receipt for, compromise, settle and sue for monies due in respect of the Collateral and (v) generally, to do, at the option of the Agent, and at the expense of such Obligor, at any time, or from time to time, all acts and things, including without limitation, to sell, transfer, lease, license, pledge, make any agreement with respect to or otherwise deal with the Collateral, which the Agent reasonably determines to be necessary to protect, preserve and realize upon the Collateral and the Security Interest granted herein in order to effect the intent of this Agreement, the Financing Agreement, the Notes and the other Finance Documents all as fully and effectually as such Obligor might or could do; and such Obligor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be

irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding (except for Unasserted Contingent Obligations).

(b) On a continuing basis, each Obligor will make, execute, acknowledge, deliver, file and record, as the case may be, with the proper filing and recording agencies in any jurisdiction, including, without limitation, the jurisdictions and offices indicated on Schedule B attached hereto (which Schedule may be supplemented on the first (1st) anniversary of the Restatement Date solely with respect to the Whole Obligors, with notice to the Agent), all such instruments, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by the Agent, to perfect the Security Interest granted hereunder and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Agent the grant or perfection of a perfected first priority security interest in all the Collateral under the UCC (subject to Permitted Security).

(c) Each Obligor hereby irrevocably appoints the Agent as such Obligor's attorney-in-fact, with full authority in the place and stead of such Obligor and in the name of such Obligor, from time to time in the Agent's discretion, to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of such Obligor where permitted by law.

15. NOTICES. All notices, requests, demands and other communications hereunder shall be subject to the notice provision of the Financing Agreement.

16. OTHER SECURITY. To the extent that the Obligations are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other person, firm, corporation or other entity, then the Agent shall have the right, in its sole discretion, to pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any Secured Party's rights and remedies hereunder.

17. THIRD PARTY CONSENTS. Notwithstanding any other provision contained herein or any of the other Finance Documents, after the occurrence and during the continuance of an Event of Default, each Obligor hereby agrees that with respect to any part of the Collateral which may require the consent of any third party or third parties in order for such Obligor to transfer and/or convey its interest in and to such Collateral to the Agent, as may be required in accordance herewith, such Obligor agrees to and shall, upon the Agent's request, use commercially reasonable efforts to obtain such consents or approvals in as expedient a manner as practicable.

18. AGENCY.

(a) Appointment. The Secured Parties by their acceptance of the benefits of this Agreement, hereby designate Victory Park as the Agent to act as specified herein. Each Secured Party shall be deemed irrevocably to authorize the Agent to take such action on its behalf under the provisions of the Agreement or any other Transaction Document and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of the Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto. The Agent may perform any of its duties hereunder by or through its agents or employees.

(b) Nature of Duties. The Agent shall have no duties or responsibilities except those expressly set forth herein. Neither the Agent nor any of its partners, members, shareholders, officers, directors, employees or agents shall be liable for any action taken or omitted by it as such hereunder or in connection herewith or be responsible for the consequence of any oversight or error of judgment or answerable for any loss, unless caused solely by its or their gross negligence or willful misconduct as determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction. The duties of the Agent shall be mechanical and administrative in nature; the Agent shall not have by reason of this Agreement or any other Transaction Document a fiduciary relationship in respect of any Obligor or any Secured Party; and nothing in this Agreement or any other Transaction Document, expressed or implied, is intended to or shall be so construed as to impose upon the Agent any obligations in respect of this Agreement or any other Transaction Document except as expressly set forth herein and therein.

(c) Lack of Reliance on the Agent. Independently and without reliance upon the Agent, each Secured Party, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of the Obligors in connection with such Secured Party's investment in the Borrower, the creation and continuance of the Obligations, the transactions contemplated by the Finance Documents, and the taking or not taking of any action in connection therewith, and (ii) its own appraisal of the creditworthiness of the Obligors and their subsidiaries, and of the value of the Collateral from time to time, and the Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Secured Party with any credit, market or other information with respect thereto, whether coming into its possession before any Obligations are incurred or at any time or times thereafter. The Agent shall not be responsible to any Obligor or any Secured Party for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith other than representations made by the Agent related to its status as an accredited investor under federal and state securities laws, or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectability, priority or sufficiency of the Agreement or any other Transaction Document, or for the financial condition of any Obligor or the value of any of the Collateral, or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of the Agreement or any other Transaction Document, or the financial condition of the Obligors, or the value of any of the Collateral, or the existence or possible existence of any default or Event of Default under this Agreement, the Financing Agreement, the Notes or any of the other Finance Documents.

(d) Certain Rights of the Agent. Subject to this Agreement, the Agent shall have the right to take any action with respect to the Collateral, on behalf of all of the Secured Parties. The Agent may, but shall not be obligated, to request instructions from the Secured Parties with respect to any material act or action (including failure to act) in connection with the Agreement or any other Transaction Document, and shall be entitled to act or refrain from acting in accordance with the instructions of Secured Parties that are the Required Lenders; if such instructions are not provided despite the Agent's request therefor, the Agent shall be entitled to refrain from such act or taking such action, and if such action is taken, shall be entitled to appropriate indemnification from the Secured Parties in respect of actions to be taken by the Agent; and the Agent shall not incur liability to any person or entity by reason of so refraining. Without limiting the foregoing, (i) no Secured Party shall have any right of action whatsoever against the Agent as a result of the Agent acting or refraining from acting hereunder in accordance with the terms of the Agreement or any other

Transaction Document, and the Obligors shall have no right to question or challenge the authority of, or the instructions given to, the Agent pursuant to the foregoing and (ii) the Agent shall not be required to take any action which the Agent believes (A) could reasonably be expected to expose it to personal liability or (B) is contrary to this Agreement, the Finance Documents or applicable law.

(e) Reliance. The Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, statement, certificate, telex, teletype or telecopier message, cablegram, radiogram, order or other document or telephone message signed, sent or made by the proper person or entity, and, with respect to all legal matters pertaining to the Agreement and the other Finance Documents and its duties thereunder, upon advice of counsel selected by it and upon all other matters pertaining to this Agreement and the other Finance Documents and its duties thereunder, upon advice of other experts selected by it. Anything to the contrary notwithstanding, the Agent shall have no obligation whatsoever to any Secured Party to assure that the Collateral exists or is owned by the Obligors or is cared for, protected or insured or that the liens granted pursuant to the Agreement have been properly or sufficiently or lawfully created, perfected, or enforced or are entitled to any particular priority.

(f) Indemnification. To the extent that the Agent is not reimbursed and indemnified by the Obligors, the Secured Parties will jointly and severally reimburse and indemnify the Agent, in proportion to principal outstanding amounts of the Loans (including, without duplication, any amounts evidenced by the Notes) held at such time, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Agent in performing its duties hereunder or under the Agreement or any other Transaction Document, or in any way relating to or arising out of the Agreement or any other Transaction Document except for those determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction to have resulted solely from the Agent's own gross negligence or willful misconduct. Prior to taking any action hereunder as the Agent, the Agent may require each Secured Party to deposit with it sufficient sums as it determines in good faith is necessary to protect the Agent for costs and expenses associated with taking such action.

(g) Resignation by the Agent.

(i) The Agent may resign from the performance of all its functions and duties under the Agreement and the other Finance Documents at any time by giving thirty (30) days' prior written notice (as provided in this Agreement) to the Obligors and the Secured Parties. Such resignation shall take effect upon the appointment of a successor the Agent pursuant to clauses (ii) and (iii) below.

(ii) Upon any such notice of resignation, the Secured Parties, acting by the Required Lenders, shall appoint a successor the Agent hereunder.

(iii) If a successor the Agent shall not have been so appointed within said thirty (30) day notice period, the Agent shall then appoint a successor Agent who shall serve as the Agent until such time, if any, as the Secured Parties appoint a successor Agent as provided above. If a successor Agent has not been appointed within such thirty (30) day notice period, the Agent may petition

any court of competent jurisdiction or may interplead the Secured Parties in a proceeding for the appointment of a successor Agent, and all fees, including, but not limited to, extraordinary fees associated with the filing of interpleader and expenses associated therewith, shall be payable by the Secured Parties on demand and shall not be part of the Obligations or otherwise be reimbursable by the Obligors hereunder or under the Finance Documents.

(iv) Upon the acceptance of any appointment as the Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent and the retiring Agent shall be discharged from its duties and obligations under the Agreement. After any retiring Agent's resignation or removal hereunder as the Agent, the provisions of the Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Agent.

(h) Rights with Respect to Collateral. Each Secured Party agrees with all other Secured Parties and the Agent (i) that it shall not, and shall not attempt to, exercise any rights with respect to its Security Interest in the Collateral, whether pursuant to any other agreement or otherwise (other than pursuant to this Agreement), or take or institute any action against the Agent or any of the other Secured Parties in respect of the Collateral or its rights hereunder (other than any such action arising from the breach of this Agreement), (ii) that such Secured Party has no other rights with respect to the Collateral other than as set forth in this Agreement and the other Finance Documents and (iii) that the Agent is authorized to release or subordinate any Lien held by the Agent for the benefit of the Secured Parties in accordance with Section 12.14 of the Financing Agreement.

(i) The Agent in its Individual Capacity. The Agent and its Affiliates may purchase notes from, make loans to, issue letters of credit for the account of, accept deposits from and generally engage in any kind of lending or other business with any party and its Affiliates as though the Agent was not the Agent hereunder. With respect to any loans, purchases of notes or issuances of credit, if any, made by the Agent in its capacity as a Holder, the Agent in its capacity as a Secured Party shall have the same rights and powers under this Agreement and the other Security Documents as any other Secured Parties and may exercise the same as though it were not the Agent, and the terms "Secured Party" or "Secured Parties" shall include the Agent in its capacity as a Secured Party.

(j) Proxy. Upon the occurrence and during the continuance of an Event of Default, each Obligor irrevocably designates and appoints the Agent, to represent it at all annual and special meetings of the equityholders of each Subsidiary whose equity interests constitute Pledged Equity, and each Obligor hereby authorizes and empowers the Agent to vote the equity interests constituting Pledged Equity, and do all things which such Obligor might do if present and acting itself, in each case, solely to the extent provided under this Agreement. This proxy is an irrevocable proxy coupled with an interest. Each Obligor recognizes that the Agent has an interest in the Pledged Equity to secure certain obligations incurred by the undersigned to the Secured Parties and, to the extent permitted by applicable law, this proxy shall continue in full force and effect until all Obligations (other than Unasserted Contingent Obligations) are paid and performed in full and this Agreement has terminated, all in accordance with the terms of this Agreement, notwithstanding any time limitations set forth in the organizational documents of such Obligor or any Subsidiary whose equity interests constitute Pledged Equity or any Requirements of Law.

(k) Exercise of Remedies. For the avoidance of doubt, any decision made by the Agent following an Event of Default to exercise any of its rights under this Agreement, or under or in accordance with Section 10.2(a) of the Financing Agreement (including the exercise of any remedies available to it as and to the extent set forth in this Agreement), shall be made in accordance with the terms of the Financing Agreement.

19. MISCELLANEOUS.

(a) No course of dealing between the Obligors and any Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder, under the Financing Agreement, the Notes or the other Finance Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) All of the rights and remedies of each Secured Party with respect to the Collateral, whether established hereby, under the Financing Agreement, the Notes or the other Finance Documents or by any other agreements, instruments or documents entered into in connection therewith or by law shall be cumulative and may be exercised singly or concurrently.

(c) This Agreement, along with the other Finance Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof and is intended to supersede all prior negotiations, understandings and agreements with respect thereto. Except as specifically set forth in this Agreement, no provision of this Agreement may be modified or amended except by a written agreement specifically referring to this Agreement and signed by the parties hereto.

(d) In the event any provision of this Agreement is held to be invalid, prohibited or unenforceable in any jurisdiction for any reason, unless such provision is narrowed by judicial construction, this Agreement shall, as to such jurisdiction, be construed as if such invalid, prohibited or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited or unenforceable. If, notwithstanding the foregoing, any provision of this Agreement is held to be invalid, prohibited or unenforceable in any jurisdiction, such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining portion of such provision or the other provisions of this Agreement and without affecting the validity or enforceability of such provision or the other provisions of this Agreement in any other jurisdiction.

(e) No waiver of any breach or default or any right under this Agreement shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default or right, whether of the same or similar nature or otherwise.

(f) This Agreement shall be binding upon and inure to the benefit of each party hereto and its successors and assigns.

(g) Each party shall take such further action and execute and deliver such further documents as may be necessary or appropriate in order to carry out the provisions and purposes of this Agreement.

(h) This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to the Security Documents, or any other agreement, document, or other instrument executed in connection herewith or therewith, brought in the aforementioned courts, and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

(i) **THE OBLIGORS AND SECURED PARTIES IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT TO ENFORCE ANY PROVISION OF THIS AGREEMENT, THE FINANCING AGREEMENT, THE NOTES OR ANY OTHER TRANSACTION DOCUMENT.**

(j) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. In the event that any signature is delivered by facsimile, electronic mail (including pdf) or any electronic transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

20. JOINDER. In the event a party becomes an Obligor (the “**New Obligor**”) pursuant to a Joinder Agreement, upon such execution the New Obligor shall be bound by all the terms and conditions hereof to the same extent as though such New Obligor had originally executed this Agreement. The addition of the New Obligor shall not in any manner affect the obligations of the other Obligors hereunder. Each Obligor and Secured Party acknowledges that the schedules and exhibits hereto may be amended or modified in connection with the addition of any New Obligor to reflect information relating to such New Obligor.

21. AMENDED AND RESTATED. This Agreement amends and restates the Original Security Agreement and continues all obligations of the Obligors as set forth therein, except to the extent specifically modified in this Agreement; and this Agreement shall in no event be deemed a satisfaction or novation of the obligations of the Obligors in connection with the Original Security Agreement.

22. RELEASE.

(a) At the time provided in, and in accordance with, Section 12.14(b) of the Financing Agreement, the Collateral shall be released from the Liens created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of Agent and each Obligor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Obligors. Each Obligor (or such Obligor's designee) is hereby authorized to file UCC-3 amendments, termination statements and other documents at such time evidencing the termination of the Liens so released. At the request of any Obligor (and at the sole expense of such Obligor) following any such termination, the Agent shall deliver to such Obligor any Collateral of such Obligor held by the Agent hereunder and execute and deliver to such Obligor such documents as such Obligor shall reasonably request to evidence such termination.

(b) If the Agent shall be directed or permitted pursuant to Section 12.14(b) of the Financing Agreement to release any Lien or any Collateral, subject to the terms thereof such Collateral shall be released from the Lien created hereby to the extent provided under, and subject to the terms and conditions set forth in, such clause. In connection therewith, the Agent, at the request and sole expense of any Obligor, shall execute and deliver to such Obligor such documents as such Obligor shall reasonably request to evidence such release.


(c) At the time provided in, and in accordance with, Section 12.14(b) of the Financing Agreement, a Subsidiary of an Obligor (other than the Borrower) shall be released from its obligations hereunder in the event that all the Equity Interests of such Subsidiary shall be sold or transferred in a transaction permitted under the Finance Documents (including pursuant to a waiver or consent), to the extent that, after giving effect to such transaction, such Subsidiary would not be required to guaranty any Obligations.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

OBLIGORS:


RAZOR GROUP HOLDINGS II INC., a
Delaware corporation

By: 
Name: Christoph Gamon
Title: Secretary


RAZOR US HOLDCO I INC., a Delaware
corporation

By: 
Name: Christoph Gamon
Title: Secretary


RAZOR US HOLDCO II INC., a Delaware
corporation

By: 
Name: Christoph Gamon
Title: Secretary


**RAZOR GROUP ACQUISITION FLYGRUBS
LLC**, a Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

**RAZOR GROUP ACQUISITION WHOLE
HOUSEWARES LLC**, a Delaware limited liability
company

By: 
Name: Christoph Gamon
Title: Secretary

RGA HAWWWY LLC, a Delaware limited
liability company

By: 
Name: Christoph Gamon
Title: Secretary


RGA READEREST LLC, a Delaware limited
liability company

By: 
Name: Christoph Gamon
Title: Secretary

RGA TOP RACE US LLC, a Delaware limited
liability company

By: 
Name: Christoph Gamon
Title: Secretary

RGA WONDER PRODUCTS LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

RGAGIGI LLC, a Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

RGAFFM LLC, a Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

RGAZOLA LLC, a Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

BULK UNLIMITED CORP., a New York corporation

By: 
Name: Christoph Gamon
Title: Secretary

KIDZLANE LLC, a New York limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

DIME & NICKEL LLC, a New York limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

NESS UNIVERSAL, LLC, a New York limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

VALOREO, INC., a Delaware corporation

By: 
Name: Christoph Gamon
Title: Secretary

VALOREO II, INC., a Delaware corporation

By: 
Name: Christoph Gamon
Title: Secretary

RGA BEN LLC, a Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

RGA ALPHA LLC, a Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary


RGA EPSILON LLC, a Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary


AXION USA LLC, a Wyoming limited liability company, by axion GmbH, as manager of the Company

By: _____
Name: Christoph Gamon
Title: Managing Director


EXECUTED for and on behalf of
STEADYDOGGIE LIMITED, a limited liability
company formed under the laws of England and
Wales

Signed: 
Name: Christoph Gamon
Title: Director
Authorised Signatory


EXECUTED for and on behalf of **RAZOR
GROUP ACQUISITION VIII LTD**, a limited
liability company formed under the laws of England
and Wales

Signed: 
Name: Christoph Gamon
Title: Director
Authorised Signatory


EXECUTED for and on behalf of **RAZOR
GROUP ACQUISITION XX LTD**, a limited
liability company formed under the laws of England
and Wales

Signed: 
Name: Christoph Gamon
Title: Director
Authorised Signatory


EXECUTED for and on behalf of **RAZOR GROUP ACQUISITION XIX LTD**, a limited liability company formed under the laws of England and Wales

Signed: 
Name: Christoph Gamon
Title: Director
Authorised Signatory

AXION GMBH, a *Gesellschaft mit beschränkter Haftung* formed under the laws of the Federal Republic of Germany

By: 
Name: Christoph Gamon
Title: Managing Director

THE STRYZE GROUP ACQUISITION I GMBH, a *Gesellschaft mit beschränkter Haftung* formed under the laws of the Federal Republic of Germany

By: 
Name: Christoph Gamon
Title: Managing Director

**THE STRYZE GROUP ACQUISITION II
GMBH**, a *Gesellschaft mit beschränkter Haftung*
formed under the laws of the Federal Republic of
Germany

By: _____
Name: Christoph Gamon
Title: Managing Director

**THE STRYZE GROUP ACQUISITION III
GMBH**, a *Gesellschaft mit beschränkter Haftung*
formed under the laws of the Federal Republic of
Germany

By: _____
Name: Christoph Gamon
Title: Managing Director


EXECUTED for and on behalf of **FACTORY 14
UK ACQUISITIONS LTD**, a limited liability
company formed under the laws of England and
Wales

Signed: _____
Name: Christoph Gamon
Title: Director
Authorised Signatory


EXECUTED for and on behalf of **FACTORY 14
UK ACQUISITIONS II LTD**, a limited liability
company formed under the laws of England and
Wales

Signed: _____
Name: Christoph Gamon
Title: Director
Authorised Signatory


EXECUTED for and on behalf of **FACTORY 14
UK ACQUISITION IV LTD**, a limited liability
company formed under the laws of England and
Wales

Signed:  _____
Name: Christoph Gamon
Title: Director
Authorised Signatory


EXECUTED for and on behalf of **FACTORY 14
UK ACQUISITION V LTD**, a limited liability
company formed under the laws of England and
Wales

Signed:  _____
Name: Christoph Gamon
Title: Director
Authorised Signatory


EXECUTED for and on behalf of **FACTORY 14
UK ACQUISITION VI LTD**, a limited liability
company formed under the laws of England and
Wales

Signed:  _____
Name: Christoph Gamon
Title: Director
Authorised Signatory


EXECUTED for and on behalf of **FACTORY 14 UK ACQUISITION VII LTD**, a limited liability company formed under the laws of England and Wales

Signed: 
Name: Christoph Gamon
Title: Director
Authorised Signatory

EXECUTED for and on behalf of **FACTORY 14 UK ACQUISITION VIII LTD**, a limited liability company formed under the laws of England and Wales

Signed: 
Name: Christoph Gamon
Title: Director
Authorised Signatory

SPORITRADE GMBH, a *Gesellschaft mit beschränkter Haftung* formed under the laws of the Federal Republic of Germany

By: 
Name: Christoph Gamon
Title: Managing Director

HAPPYPO PRODUCTS GMBH, a *Gesellschaft mit beschränkter Haftung* formed under the laws of the Federal Republic of Germany

By: _____
Name: Christoph Gamon
Title: Managing Director

BAMODI GMBH, a *Gesellschaft mit beschränkter Haftung* formed under the laws of the Federal Republic of Germany

By: _____
Name: Christoph Gamon
Title: Managing Director


DDOXX GMBH, a *Gesellschaft mit beschränkter Haftung* formed under the laws of the Federal Republic of Germany

By: _____
Name: Christoph Gamon
Title: Managing Director


RAZOR GROUP ACQUISITION IV UG (HAFTUNGSBESCHRÄNKT), a limited liability company formed under the laws of the Federal Republic of Germany

By: _____
Name: Christoph Gamon
Title: Managing Director


RAZOR GROUP ACQUISITION V UG
(**HAFTUNGSBESCHRÄNK**T), a limited liability
company formed under the laws of the Federal
Republic of Germany

By: 
Name: Christoph Gamon
Title: Managing Director


RAZOR GROUP ACQUISITION VI UG
(**HAFTUNGSBESCHRÄNK**T), a limited liability
company formed under the laws of the Federal
Republic of Germany

By: 
Name: Christoph Gamon
Title: Managing Director


BEGREAT GMBH, a *Gesellschaft mit
beschränkter Haftung* formed under the laws of the
Federal Republic of Germany

By: 
Name: Christoph Gamon
Title: Managing Director

EXECUTED for and on behalf of **PERSERVA
LIMITED**, a limited liability company formed
under the laws of England and Wales

Signed: 
Name: Christoph Gamon
Title: Director
Authorised Signatory


EXECUTED for and on behalf of **RGABANANA LIMITED**, a limited liability company formed under the laws of England and Wales

Signed: 
Name: Christoph Gamon
Title: Director
Authorised Signatory


EXECUTED for and on behalf of **IATBM LTD**, a limited liability company formed under the laws of England and Wales

Signed: 
Name: Christoph Gamon
Title: Director
Authorised Signatory


EXECUTED for and on behalf of **TOOLZILLA LTD**, a limited liability company formed under the laws of England and Wales

Signed: 
Name: Christoph Gamon
Title: Director
Authorised Signatory


Signed by Christoph Gamon, director for and on behalf of **SAB PRODUCT GROUP LTD** (incorporated in Northern Ireland with company registration number NI647411)


Director

**THE STRYZE GROUP AMERICAS
CORPORATION**, a Wyoming
corporation

By: _____
Name: Enrique Travieso
Title: President and Secretary

**THE STRYZE GROUP AMERICAS
I LLC**, a Wyoming limited liability
company

By: _____
Name: Enrique Travieso
Title: Manager

WHELE LLC, a Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

WHELE HR, LLC, a Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH FOREIGN ACQUISITION CORP., a Delaware corporation

By: _____
Name: Christoph Gamon
Title: Secretary

WHELE ACQUISITION CO 1, LLC, a Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

WHELE ACQUISITION CO 2, LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

WHELE ACQUISITION CO 3, LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

WHELE ACQUISITION CO 4, LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

WHELE ACQUISITION CO 5, LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

WHELE ACQUISITION CO 6, LLC, a Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

CARITI LLC, a Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

CUDDSY LLC, a Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

ENDUSTRY LLC, a Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

EXPLOREFIRST LLC, a Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

HOMELIFE LLC, a Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

JUST FUR LOVE LLC, a Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

MAGNOLIA BLOOM LLC, a Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

RISINGSTEEL LLC, a Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

SNOW GOOSE GAMES LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

TRENDCYCLE LLC, a Delaware limited liability
company

By: 
Name: Christoph Gamon
Title: Secretary

WEDGE AND WAGON LLC, a Delaware limited
liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 1, LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 2, LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 3, LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 4, LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 5, LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 6, LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 7, LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary


PERCH ACQUISITION CO 8, LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 9, LLC, a Delaware
limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 10, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 11, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 12, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 13, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 14, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 15, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 16, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 17, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 18, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary


PERCH ACQUISITION CO 19, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

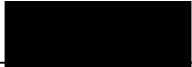
PERCH ACQUISITION CO 20, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 21, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 22, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 23, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary


PERCH ACQUISITION CO 24, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 25, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary


PERCH ACQUISITION CO 26, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary


PERCH ACQUISITION CO 27, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 28, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 29, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 30, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 31, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 32, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 33, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 34, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 35, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 36, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 37, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 38, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 39, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 40, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 41, LLC, a
Delaware limited liability company

By: _____
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 42, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 43, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 44, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 45, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 46, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary

PERCH ACQUISITION CO 47, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary


PERCH ACQUISITION CO 48, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary


PERCH ACQUISITION CO 49, LLC, a
Delaware limited liability company

By: 
Name: Christoph Gamon
Title: Secretary


PERCH ACQUISITION CO 50, LLC, a
Delaware limited liability company

By 
Name: Christoph Gamon
Title: Secretary


EXECUTED for and on behalf of **BLUE SKIES
SOLUTIONS LIMITED**, a limited liability
company formed under the laws of England and
Wales

Signed: 
Name: Christoph Gamon
Title: Director
Authorised Signatory


EXECUTED for and on behalf of **G-RACK LTD**,
a limited liability company formed under the laws
of England and Wales

Signed: 
Name: Christoph Gamon
Title: Director
Authorised Signatory

EXECUTED for and on behalf of **FACTORY 14
UK ACQUISITIONS I LIMITED**, a limited
liability company formed under the laws of England
and Wales

Signed: 
Name: Christoph Gamon
Title: Director
Authorised Signatory

EXECUTED for and on behalf of **TIGERBLUE
LOGISTICS SOLUTIONS LTD**, a limited
liability company formed under the laws of England
and Wales

Signed 
Name: Christoph Gamon
Title: Director
Authorised Signatory

AGENT:

VICTORY PARK MANAGEMENT, LLC,
as the Agent

By:  _____

Name: Scott R. Zemnick

Title: Manager

Schedules to Joinder to Amended and Restated Pledge and Security Agreement

See attached.

SCHEDULE A

Principal Places of Business and Other Collateral Locations of Obligors

1. Chief Executive Office

	Obligor	Chief Executive Office
1.	Razor US Holdings II Inc.	801 Barton Springs Rd., Austin, TX 78704
2.	Razor US HoldCo I Inc.	801 Barton Springs Rd., Austin, TX 78704
3.	Razor US HoldCo II Inc.	801 Barton Springs Rd., Austin, TX 78704
4.	Razor Group Acquisition Flygrubs LLC	801 Barton Springs Rd., Austin, TX 78704
5.	Razor Group Acquisition Whole Housewares LLC	801 Barton Springs Rd., Austin, TX 78704
6.	RGA Hawwwy LLC	801 Barton Springs Rd., Austin, TX 78704
7.	RGA Readerest LLC	801 Barton Springs Rd., Austin, TX 78704
8.	RGA Top Race US LLC	801 Barton Springs Rd., Austin, TX 78704
9.	RGA Wonder Products LLC	801 Barton Springs Rd., Austin, TX 78704
10.	RGA Gigi LLC	801 Barton Springs Rd., Austin, TX 78704
11.	RGA FFM LLC	801 Barton Springs Rd., Austin, TX 78704
12.	RGA Zola LLC	801 Barton Springs Rd., Austin, TX 78704
13.	Bulk Unlimited Corp.	801 Barton Springs Rd., Austin, TX 78704
14.	Kidzlane LLC	801 Barton Springs Rd., Austin, TX 78704
15.	Dime & Nickel LLC	801 Barton Springs Rd., Austin, TX 78704
16.	Ness Universal, LLC	801 Barton Springs Rd., Austin, TX 78704
17.	Valoreo, Inc.	801 Barton Springs Rd., Austin, TX 78704
18.	RGA Ben LLC	801 Barton Springs Rd., Austin, TX 78704
19.	Valoreo II, Inc.	801 Barton Springs Rd., Austin, TX 78704
20.	RGA Alpha LLC	801 Barton Springs Rd., Austin, TX 78704

	Obligor	Chief Executive Office
21.	RGA Epsilon LLC	801 Barton Springs Rd., Austin, TX 78704
22.	The Stryze Group Americas Corporation	801 Barton Springs Rd., Austin, TX 78704
23.	The Stryze Group Americas I LLC	801 Barton Springs Rd., Austin, TX 78704
24.	axion USA LLC	801 Barton Springs Rd., Austin, TX 78704
25.	SteadyDoggie Limited	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
26.	G-Rack Ltd	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
27.	Razor Group Acquisition VIII Ltd	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
28.	Razor Group Acquisition XX Ltd	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
29.	Razor Group Acquisition XIX Ltd	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
30.	axion GmbH	c/o Razor Group GmbH, Ritterstraße 16-18, 10969 Berlin, Germany
31.	The Stryze Group Acquisition I GmbH	c/o Razor Group GmbH, Ritterstraße 16-18, 10969 Berlin, Germany
32.	The Stryze Group Acquisition II GmbH	c/o Razor Group GmbH, Ritterstraße 16-18, 10969 Berlin, Germany
33.	The Stryze Group Acquisition III GmbH	c/o Razor Group GmbH, Ritterstraße 16-18, 10969 Berlin, Germany
34.	Factory 14 UK Acquisitions Ltd	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
35.	Factory 14 UK Acquisitions I Limited	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
36.	Factory 14 UK Acquisitions II Ltd	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
37.	Factory 14 UK Acquisition IV Ltd	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
38.	Factory 14 UK Acquisition V Ltd	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH

	Obligor	Chief Executive Office
39.	Factory 14 UK Acquisition VI Ltd	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
40.	Factory 14 UK Acquisition VII Ltd	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
41.	Factory 14 UK Acquisition VIII Ltd	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
42.	Razor DE Holdco GmbH	c/o Razor Group GmbH, Ritterstraße 16-18, 10969 Berlin, Germany
43.	SporiTrade GmbH	c/o Razor Group GmbH, Ritterstraße 16-18, 10969 Berlin, Germany
44.	HappyPo Products GmbH	c/o Razor Group GmbH, Ritterstraße 16-18, 10969 Berlin, Germany
45.	Bamodi GmbH	c/o Razor Group GmbH, Ritterstraße 16-18, 10969 Berlin, Germany
46.	DDOXX GmbH	c/o Razor Group GmbH, Ritterstraße 16-18, 10969 Berlin, Germany
47.	Razor Group Acquisition IV UG (haftungsbeschränkt)	c/o Razor Group GmbH, Ritterstraße 16-18, 10969 Berlin, Germany
48.	Razor Group Acquisition V UG (haftungsbeschränkt)	c/o Razor Group GmbH, Ritterstraße 16-18, 10969 Berlin, Germany
49.	Razor Group Acquisition VI UG (haftungsbeschränkt)	c/o Razor Group GmbH, Ritterstraße 16-18, 10969 Berlin, Germany
50.	BeGreat GmbH	c/o Razor Group GmbH, Ritterstraße 16-18, 10969 Berlin, Germany
51.	Tigerblue Logistics Solutions Ltd	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
52.	Perserva Limited	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
53.	RGA Banana Limited	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
54.	IATBM Ltd	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
55.	Toolzilla Ltd	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH
56.	Blue Skies Solutions Limited	c/o Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, England, MKP 1FH

	Obligor	Chief Executive Office
57.	SAB Product Group Ltd	2-14 East Bridge Street, Belfast, Northern Ireland, BT1 3NQ
58.	Whele LLC	667 Boylston Street, Boston, MA 02116
59.	Whele HR, LLC	667 Boylston Street, Boston, MA 02116
60.	Perch Foreign Acquisition Corp.	667 Boylston Street, Boston, MA 02116
61.	CareTouch LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
62.	Cariti LLC	667 Boylston Street, Boston, MA 02116
63.	Cuddsy LLC	667 Boylston Street, Boston, MA 02116
64.	Endustry LLC	667 Boylston Street, Boston, MA 02116
65.	Explorefirst LLC	667 Boylston Street, Boston, MA 02116
66.	Homelife LLC	667 Boylston Street, Boston, MA 02116
67.	Just Fur Love LLC	667 Boylston Street, Boston, MA 02116
68.	Magnolia Bloom LLC	667 Boylston Street, Boston, MA 02116
69.	RisingSteel LLC	667 Boylston Street, Boston, MA 02116
70.	Snow Goose Games LLC	667 Boylston Street, Boston, MA 02116
71.	Trendcycle LLC	667 Boylston Street, Boston, MA 02116
72.	Wedge and Wagon LLC	667 Boylston Street, Boston, MA 02116
73.	Perch Direct Sales LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
74.	Whele Acquisition Co 1, LLC	667 Boylston Street, Boston, MA 02116
75.	Whele Acquisition Co 2, LLC	667 Boylston Street, Boston, MA 02116
76.	Whele Acquisition Co 3, LLC	667 Boylston Street, Boston, MA 02116
77.	Whele Acquisition Co 4, LLC	667 Boylston Street, Boston, MA 02116
78.	Whele Acquisition Co 5, LLC	667 Boylston Street, Boston, MA 02116
79.	Whele Acquisition Co 6, LLC	667 Boylston Street, Boston, MA 02116
80.	Perch Acquisition Co 1, LLC	667 Boylston Street, Boston, MA 02116

	Obligor	Chief Executive Office
81.	Perch Acquisition Co 2, LLC	667 Boylston Street, Boston, MA 02116
82.	Perch Acquisition Co 3, LLC	667 Boylston Street, Boston, MA 02116
83.	Perch Acquisition Co 4, LLC	667 Boylston Street, Boston, MA 02116
84.	Perch Acquisition Co 5, LLC	667 Boylston Street, Boston, MA 02116
85.	Perch Acquisition Co 6, LLC	667 Boylston Street, Boston, MA 02116
86.	Perch Acquisition Co 7, LLC	667 Boylston Street, Boston, MA 02116
87.	Perch Acquisition Co 8, LLC	667 Boylston Street, Boston, MA 02116
88.	Perch Acquisition Co 9, LLC	667 Boylston Street, Boston, MA 02116
89.	Perch Acquisition Co 10, LLC	667 Boylston Street, Boston, MA 02116
90.	Perch Acquisition Co 11, LLC	667 Boylston Street, Boston, MA 02116
91.	Perch Acquisition Co 12, LLC	667 Boylston Street, Boston, MA 02116
92.	Perch Acquisition Co 13, LLC	667 Boylston Street, Boston, MA 02116
93.	Perch Acquisition Co 14, LLC	667 Boylston Street, Boston, MA 02116
94.	Perch Acquisition Co 15, LLC	667 Boylston Street, Boston, MA 02116
95.	Perch Acquisition Co 16, LLC	667 Boylston Street, Boston, MA 02116
96.	Perch Acquisition Co 17, LLC	667 Boylston Street, Boston, MA 02116
97.	Perch Acquisition Co 18, LLC	667 Boylston Street, Boston, MA 02116
98.	Perch Acquisition Co 19, LLC	667 Boylston Street, Boston, MA 02116
99.	Perch Acquisition Co 20, LLC	667 Boylston Street, Boston, MA 02116
100.	Perch Acquisition Co 21, LLC	667 Boylston Street, Boston, MA 02116
101.	Perch Acquisition Co 22, LLC	667 Boylston Street, Boston, MA 02116
102.	Perch Acquisition Co 23, LLC	667 Boylston Street, Boston, MA 02116
103.	Perch Acquisition Co 24, LLC	667 Boylston Street, Boston, MA 02116
104.	Perch Acquisition Co 25, LLC	667 Boylston Street, Boston, MA 02116

	Obligor	Chief Executive Office
105.	Perch Acquisition Co 26, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
106.	Perch Acquisition Co 27, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
107.	Perch Acquisition Co 28, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
108.	Perch Acquisition Co 29, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
109.	Perch Acquisition Co 30, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
110.	Perch Acquisition Co 31, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
111.	Perch Acquisition Co 32, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
112.	Perch Acquisition Co 33, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
113.	Perch Acquisition Co 34, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
114.	Perch Acquisition Co 35, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
115.	Perch Acquisition Co 36, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
116.	Perch Acquisition Co 37, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
117.	Perch Acquisition Co 38, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
118.	Perch Acquisition Co 39, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
119.	Perch Acquisition Co 40, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
120.	Perch Acquisition Co 41, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
121.	Perch Acquisition Co 42, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
122.	Perch Acquisition Co 43, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
123.	Perch Acquisition Co 44, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
124.	Perch Acquisition Co 45, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
125.	Perch Acquisition Co 46, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
126.	Perch Acquisition Co 47, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
127.	Perch Acquisition Co 48, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116
128.	Perch Acquisition Co 49, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116

	Obligor	Chief Executive Office
129.	Perch Acquisition Co 50, LLC	222 Berkeley Street, 8 th Floor, Boston, MA 02116

2. Other Collateral Locations with Collateral in Excess of \$500,000¹

	Name of Warehouse	Address
1.	UNIS (UNIS LLC dba Unis Fulfillment)	2250 Lion Country Parkway, Suite 100, Grand Prairie, Texas 75050
		6141 Orangethorpe Ave, Buena Park, California 09620
		175 Cesanek Road, Northampton, Pennsylvania 18067
2.	Shtiks (Shtiks Inc.)	19050 Messenia Ln, Perris, California 92571
		1220 Oak Hill Rd, Mountain Top, Pennsylvania 18707
3.	Amazon*	Various Locations
4.	Walmart*	Various Locations
5.	Bol.com*	Various Locations

¹ * indicates that there are assets in various locations related to these marketplaces.

SCHEDULE B

Recording Jurisdiction

	Obligor	Recording Jurisdiction
1.	Razor US Holdings II Inc.	Delaware
2.	Razor US HoldCo I Inc.	Delaware
3.	Razor US HoldCo II Inc.	Delaware
4.	Razor Group Acquisition Flygrubs LLC	Delaware
5.	Razor Group Acquisition Whole Housewares LLC	Delaware
6.	RGA Hawwwy LLC	Delaware
7.	RGA Readerest LLC	Delaware
8.	RGA Top Race US LLC	Delaware
9.	RGA Wonder Products LLC	Delaware
10.	RGA Gigi LLC	Delaware
11.	RGA FFM LLC	Delaware
12.	RGA Zola LLC	Delaware
13.	Bulk Unlimited Corp.	New York
14.	Kidzlane LLC	New York
15.	Dime & Nickel LLC	New York
16.	Ness Universal, LLC	New York
17.	Valoreo, Inc.	Delaware
18.	RGA Ben LLC	Delaware
19.	Valoreo II, Inc.	Delaware
20.	RGA Alpha LLC	Delaware
21.	RGA Epsilon LLC	Delaware
22.	The Stryze Group Americas Corporation	Wyoming

23.	The Stryze Group Americas I LLC	Wyoming
24.	axion USA LLC	Wyoming
25.	SteadyDoggie Limited	Washington, D.C.
26.	G-Rack Ltd	Washington, D.C.
27.	Razor Group Acquisition VIII Ltd	Washington, D.C.
28.	Razor Group Acquisition XX Ltd	Washington, D.C.
29.	Razor Group Acquisition XIX Ltd	Washington, D.C.
30.	axion GmbH	Washington, D.C.
31.	The Stryze Group Acquisition I GmbH	Washington, D.C.
32.	The Stryze Group Acquisition II GmbH	Washington, D.C.
33.	The Stryze Group Acquisition III GmbH	Washington, D.C.
34.	Factory 14 UK Acquisitions Ltd	Washington, D.C.
35.	Factory 14 UK Acquisitions I Limited	Washington, D.C.
36.	Factory 14 UK Acquisitions II Ltd	Washington, D.C.
37.	Factory 14 UK Acquisition IV Ltd	Washington, D.C.
38.	Factory 14 UK Acquisition V Ltd	Washington, D.C.
39.	Factory 14 UK Acquisition VI Ltd	Washington, D.C.
40.	Factory 14 UK Acquisition VII Ltd	Washington, D.C.
41.	Factory 14 UK Acquisition VIII Ltd	Washington, D.C.
42.	Razor DE Holdeo GmbH	Washington, D.C.
43.	SporiTrade GmbH	Washington, D.C.
44.	HappyPo Products GmbH	Washington, D.C.
45.	Bamodi GmbH	Washington, D.C.
46.	DDOXX GmbH	Washington, D.C.
47.	Razor Group Acquisition IV UG (haftungsbeschränkt)	Washington, D.C.

48.	Razor Group Acquisition V UG (haftungsbeschränkt)	Washington, D.C.
49.	Razor Group Acquisition VI UG (haftungsbeschränkt)	Washington, D.C.
50.	BeGreat GmbH	Washington, D.C.
51.	Tigerblue Logistics Solutions Ltd	Washington, D.C.
52.	Perserva Limited	Washington, D.C.
53.	RGA Banana Limited	Washington, D.C.
54.	IATBM Ltd	Washington, D.C.
55.	Toolzilla Ltd	Washington, D.C.
56.	Blue Skies Solutions Limited	Washington D.C.
57.	SAB Product Group Ltd	Washington, D.C.
58.	Whele LLC	Delaware
59.	Whele HR, LLC	Delaware
60.	Perch Foreign Acquisition Corp.	Delaware
61.	CareTouch LLC	Delaware
62.	Cariti LLC	Delaware
63.	Cuddsy LLC	Delaware
64.	Endustry LLC	Delaware
65.	Explorefirst LLC	Delaware
66.	Homelife LLC	Delaware
67.	Just Fur Love LLC	Delaware
68.	Magnolia Bloom LLC	Delaware
69.	RisingSteel LLC	Delaware
70.	Snow Goose Games LLC	Delaware
71.	Trendcycle LLC	Delaware
72.	Wedge and Wagon LLC	Delaware

73.	Perch Direct Sales LLC	Delaware
74.	Whele Acquisition Co 1, LLC	Delaware
75.	Whele Acquisition Co 2, LLC	Delaware
76.	Whele Acquisition Co 3, LLC	Delaware
77.	Whele Acquisition Co 4, LLC	Delaware
78.	Whele Acquisition Co 5, LLC	Delaware
79.	Whele Acquisition Co 6, LLC	Delaware
80.	Perch Acquisition Co 1, LLC	Delaware
81.	Perch Acquisition Co 2, LLC	Delaware
82.	Perch Acquisition Co 3, LLC	Delaware
83.	Perch Acquisition Co 4, LLC	Delaware
84.	Perch Acquisition Co 5, LLC	Delaware
85.	Perch Acquisition Co 6, LLC	Delaware
86.	Perch Acquisition Co 7, LLC	Delaware
87.	Perch Acquisition Co 8, LLC	Delaware
88.	Perch Acquisition Co 9, LLC	Delaware
89.	Perch Acquisition Co 10, LLC	Delaware
90.	Perch Acquisition Co 11, LLC	Delaware
91.	Perch Acquisition Co 12, LLC	Delaware
92.	Perch Acquisition Co 13, LLC	Delaware
93.	Perch Acquisition Co 14, LLC	Delaware
94.	Perch Acquisition Co 15, LLC	Delaware
95.	Perch Acquisition Co 16, LLC	Delaware
96.	Perch Acquisition Co 17, LLC	Delaware
97.	Perch Acquisition Co 18, LLC	Delaware

98.	Perch Acquisition Co 19, LLC	Delaware
99.	Perch Acquisition Co 20, LLC	Delaware
100.	Perch Acquisition Co 21, LLC	Delaware
101.	Perch Acquisition Co 22, LLC	Delaware
102.	Perch Acquisition Co 23, LLC	Delaware
103.	Perch Acquisition Co 24, LLC	Delaware
104.	Perch Acquisition Co 25, LLC	Delaware
105.	Perch Acquisition Co 26, LLC	Delaware
106.	Perch Acquisition Co 27, LLC	Delaware
107.	Perch Acquisition Co 28, LLC	Delaware
108.	Perch Acquisition Co 29, LLC	Delaware
109.	Perch Acquisition Co 30, LLC	Delaware
110.	Perch Acquisition Co 31, LLC	Delaware
111.	Perch Acquisition Co 32, LLC	Delaware
112.	Perch Acquisition Co 33, LLC	Delaware
113.	Perch Acquisition Co 34, LLC	Delaware
114.	Perch Acquisition Co 35, LLC	Delaware
115.	Perch Acquisition Co 36, LLC	Delaware
116.	Perch Acquisition Co 37, LLC	Delaware
117.	Perch Acquisition Co 38, LLC	Delaware
118.	Perch Acquisition Co 39, LLC	Delaware
119.	Perch Acquisition Co 40, LLC	Delaware
120.	Perch Acquisition Co 41, LLC	Delaware
121.	Perch Acquisition Co 42, LLC	Delaware
122.	Perch Acquisition Co 43, LLC	Delaware

123.	Perch Acquisition Co 44, LLC	Delaware
124.	Perch Acquisition Co 45, LLC	Delaware
125.	Perch Acquisition Co 46, LLC	Delaware
126.	Perch Acquisition Co 47, LLC	Delaware
127.	Perch Acquisition Co 48, LLC	Delaware
128.	Perch Acquisition Co 49, LLC	Delaware
129.	Perch Acquisition Co 50, LLC	Delaware

SCHEDULE C

Commercial Tort Claims

None.

SCHEDULE D

Pledged Equity

Obligor	Pledged Equity	Authorized	Issued	Certificate No.	Percentage of Ownership	Percentage Pledged
Razor US Holdings II Inc.	Whele LLC	N/A	N/A	N/A	99.9%	99.9%
Perch Acquisition Co 50 LLC	Whele LLC	N/A	N/A	N/A	0.1%	0.1%
Whele LLC	Razor US HoldCo I Inc.	1,000	1,000	3	100%	100%
Whele LLC	Valoreo, Inc.	9,077,442 (Common Stock)	9,077,442 (Common Stock)	CS-100	81.99%	100%
		2,511,390 (Series Pre-Seed Preferred Stock)	2,511,390 (Series Pre-Seed Preferred Stock)	PP-100	100%	100%
		4,444,445 (Series Seed-A Preferred Stock)	4,444,445 (Series Seed-A Preferred Stock)	PSA-100	100%	100%
		867,052 (Series Seed-B Preferred Stock)	867,052 (Series Seed-B Preferred Stock)	PSB-100	100%	100%
		3,127,648 (Series Seed-C Preferred Stock)	3,127,648 (Series Seed-C Preferred Stock)	PSC-100	100%	100%
		4,689,627 (Series A Preferred Stock)	4,689,627 (Series A Preferred Stock)	PA-100	100%	100%
		2,347,418 (Series B-1 Preferred Stock)	2,347,418 (Series B-1 Preferred Stock)	PB1-100	100%	100%

Obligor	Pledged Equity	Authorized	Issued	Certificate No.	Percentage of Ownership	Percentage Pledged
			Stock)			
		3,189,077 (Series B-2 Preferred Stock)	3,189,077 (Series B-2 Preferred Stock)	PB2-100	99.92%	100%
Razor US Holdco I Inc.	Razor US HoldCo II Inc.	1,000	1,000	1	100%	100%
Razor US Holdco II Inc.	Razor Group Acquisition Flygrubs LLC	N/A	N/A	N/A	100%	100%
Razor US Holdco II Inc.	Razor Group Acquisition Whole Housewares LLC	N/A	N/A	N/A	100%	100%
Razor US Holdco II Inc.	RGA Hawwwy LLC	N/A	N/A	N/A	100%	100%
Razor US Holdco II Inc.	RGA Readerest LLC	N/A	N/A	N/A	100%	100%
Razor US Holdco II Inc.	RGA Top Race US LLC	N/A	N/A	N/A	100%	100%
Razor US Holdco II Inc.	RGA Wonder Products LLC	N/A	N/A	N/A	100%	100%
Razor US Holdco II Inc.	RGA Gigi LLC	N/A	N/A	N/A	100%	100%
Razor US Holdco II Inc.	RGA FFM LLC	N/A	N/A	N/A	100%	100%
Razor US Holdco II Inc.	RGA Zola LLC	N/A	N/A	N/A	100%	100%
Razor US Holdco II Inc.	Bulk Unlimited Corp.	100	100	1	100%	100%
Razor US Holdco II Inc.	RGA Ben LLC	N/A	N/A	N/A	100%	100%
Razor US Holdco II Inc.	RGA Alpha LLC	N/A	N/A	N/A	100%	100%
Razor US Holdco II Inc.	RGA Epsilon LLC	N/A	N/A	N/A	100%	100%
Bulk Unlimited	Kidzlane LLC	N/A	N/A	N/A	100%	100%

Obligor	Pledged Equity	Authorized	Issued	Certificate No.	Percentage of Ownership	Percentage Pledged
Corp.						
Bulk Unlimited Corp.	Dime & Nickel LLC	N/A	N/A	N/A	100%	100%
Bulk Unlimited Corp.	Ness Universal, LLC	N/A	N/A	N/A	100%	100%
The Stryze Group GmbH	The Stryze Group Americas Corporation	100	100	N/A ²	100%	100%
The Stryze Group Americas Corporation	The Stryze Group Americas I LLC	N/A	N/A	N/A	100%	100%
Axion GmbH	Axion USA LLC	N/A	N/A	N/A	100%	100%
Valoreo, Inc.	Valoreo II, Inc.	1	1	1	100%	100%
Whele	Whele HR, LLC	N/A	N/A	1	100%	100%
Whele	Perch Foreign Acquisition Corp.	1,000	1,000	1,000	100%	100%
Whele	CareTouch LLC	N/A	N/A	1	100%	100%
Whele	Cariti LLC	N/A	N/A	1	100%	100%
Whele	Cuddsy LLC	N/A	N/A	1	100%	100%
Whele	Endustry LLC	N/A	N/A	1	100%	100%
Whele	Explorefirst LLC	N/A	N/A	1	100%	100%
Whele	Homelife LLC	N/A	N/A	1	100%	100%
Whele	Just Fur Love LLC	N/A	N/A	1	100%	100%
Whele	Magnolia Bloom LLC	N/A	N/A	1	100%	100%
Whele	RisingSteel LLC	N/A	N/A	1	100%	100%
Whele	Snow Goose Games LLC	N/A	N/A	1	100%	100%
Whele	Trendcycle LLC	N/A	N/A	1	100%	100%
Whele	Wedge and Wagon LLC	N/A	N/A	1	100%	100%
Whele	Perch Direct Sales LLC	N/A	N/A	1	100%	100%

² Share certificate will be recut post-closing.

Obligor	Pledged Equity	Authorized	Issued	Certificate No.	Percentage of Ownership	Percentage Pledged
Whele	Whele Acquisition Co 1, LLC	N/A	N/A	1	100%	100%
Whele	Whele Acquisition Co 2, LLC	N/A	N/A	1	100%	100%
Whele	Whele Acquisition Co 3, LLC	N/A	N/A	1	100%	100%
Whele	Whele Acquisition Co 4, LLC	N/A	N/A	1	100%	100%
Whele	Whele Acquisition Co 5, LLC	N/A	N/A	1	100%	100%
Whele	Whele Acquisition Co 6, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 1, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 2, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 3, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 4, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 5, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 6, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 7, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 8, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 9, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 10, LLC	N/A	N/A	1	100%	100%

Obligor	Pledged Equity	Authorized	Issued	Certificate No.	Percentage of Ownership	Percentage Pledged
Whele	Perch Acquisition Co 11, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 12, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 13, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 14, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 15, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 16, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 17, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 18, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 19, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 20, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 21, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 22, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 23, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 24, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 25, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 26, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 27, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 28, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition	N/A	N/A	1	100%	100%

Obligor	Pledged Equity	Authorized	Issued	Certificate No.	Percentage of Ownership	Percentage Pledged
	Co 29, LLC					
Whele	Perch Acquisition Co 30, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 31, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 32, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 33, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 34, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 35, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 36, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 37, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 38, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 39, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 40, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 41, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 42, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 43, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 44, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 45, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 46, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 47, LLC	N/A	N/A	1	100%	100%

Obligor	Pledged Equity	Authorized	Issued	Certificate No.	Percentage of Ownership	Percentage Pledged
Whele	Perch Acquisition Co 48, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 49, LLC	N/A	N/A	1	100%	100%
Whele	Perch Acquisition Co 50, LLC	N/A	N/A	1	100%	100%

SCHEDULE E

Controlled Accounts of Corporate Obligors

None.

EXHIBIT A

UCC FINANCING STATEMENTS

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DCDC
File with: District of Columbia, DC	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME The Stryze Group Acquisition II GmbH				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Razor Group GmbH, Ritterstraße 16-18		CITY Berlin	STATE	POSTAL CODE 10969
				COUNTRY DEU

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor whether now existing or hereafter arising or acquired, including all proceeds thereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90458398 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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1a. ORGANIZATION'S NAME The Stryze Group Acquisition III GmbH				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Razor Group GmbH, Ritterstraße 16-18		CITY Berlin	STATE	POSTAL CODE 10969
				COUNTRY DEU

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
				COUNTRY USA

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☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90458431 341307.00217

UCC FINANCING STATEMENT

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DCDC
File with: District of Columbia, DC	
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1a. ORGANIZATION'S NAME SporiTrade GmbH				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Razor Group GmbH, Ritterstraße 16-18		CITY Berlin	STATE	POSTAL CODE 10969
				COUNTRY DEU

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
				COUNTRY USA

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6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90458461 341307.00217

UCC FINANCING STATEMENT

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B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DCDC
File with: District of Columbia, DC	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME HappyPo Products GmbH				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Razor Group GmbH, Ritterstraße 16-18		CITY Berlin	STATE	POSTAL CODE 10969
				COUNTRY DEU

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor whether now existing or hereafter arising or acquired, including all proceeds thereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90458466 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DCDC
File with: District of Columbia, DC	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

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1a. ORGANIZATION'S NAME Bamodi GmbH				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Razor Group GmbH, Ritterstraße 16-18		CITY Berlin	STATE	POSTAL CODE 10969
				COUNTRY DEU

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2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
				COUNTRY USA

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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90458475 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DCDC
File with: District of Columbia, DC	
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1a. ORGANIZATION'S NAME DDOXX GmbH				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Razor Group GmbH, Ritterstraße 16-18		CITY Berlin	STATE	POSTAL CODE 10969
				COUNTRY DEU

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OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
				COUNTRY USA

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8. OPTIONAL FILER REFERENCE DATA:

90458486 341307.00217

UCC FINANCING STATEMENT

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1a. ORGANIZATION'S NAME Razor Group Acquisition IV UG (haftungsbeschränkt)				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Razor Group GmbH, Ritterstraße 16-18		CITY Berlin	STATE	POSTAL CODE 10969
				COUNTRY DEU

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OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
				COUNTRY USA

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☐ Agricultural Lien ☐ Non-UCC Filing

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90458591 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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1a. ORGANIZATION'S NAME Razor Group Acquisition V UG (haftungsbeschränkt)				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Razor Group GmbH, Ritterstraße 16-18		CITY Berlin	STATE	POSTAL CODE 10969
				COUNTRY DEU

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2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

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3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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☐ Agricultural Lien ☐ Non-UCC Filing

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UCC FINANCING STATEMENT

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1a. ORGANIZATION'S NAME Razor Group Acquisition VI UG (haftungsbeschränkt)				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Razor Group GmbH, Ritterstraße 16-18		CITY Berlin	STATE	POSTAL CODE 10969
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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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☐ Agricultural Lien ☐ Non-UCC Filing

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8. OPTIONAL FILER REFERENCE DATA:

90458599 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DCDC
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1a. ORGANIZATION'S NAME BeGreat GmbH				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Razor Group GmbH, Ritterstraße 16-18		CITY Berlin	STATE	POSTAL CODE 10969
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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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8. OPTIONAL FILER REFERENCE DATA:

90458911 341307.00217

UCC FINANCING STATEMENT

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C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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1a. ORGANIZATION'S NAME RGA Alpha LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 801 Barton Springs Rd.		CITY Austin	STATE TX	POSTAL CODE 78704
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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2a. ORGANIZATION'S NAME				
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2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

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5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90411635 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME RGA Epsilon LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 801 Barton Springs Rd.		CITY Austin	STATE TX	POSTAL CODE 78704
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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6a. Check only if applicable and check only one box:

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☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90411852 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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1a. ORGANIZATION'S NAME Valoreo II, Inc.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 801 Barton Springs Rd.		CITY Austin	STATE TX	POSTAL CODE 78704
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
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3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90411908 341307.00217

UCC FINANCING STATEMENT

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A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
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C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Whele LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

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8. OPTIONAL FILER REFERENCE DATA:

90363919 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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1a. ORGANIZATION'S NAME Whele Acquisition Co 1, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

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3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90363950 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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1a. ORGANIZATION'S NAME Whele Acquisition Co 2, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☒ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90363967 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Whele Acquisition Co 3, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

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OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

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3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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8. OPTIONAL FILER REFERENCE DATA:

90363984 341307.00217

UCC FINANCING STATEMENT

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1a. ORGANIZATION'S NAME Whele Acquisition Co 4, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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90363995 341307.00217

UCC FINANCING STATEMENT

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1a. ORGANIZATION'S NAME Whele Acquisition Co 5, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90364262 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Whele Acquisition Co 6, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor whether now existing or hereafter arising or acquired, including all proceeds thereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90364026 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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1a. ORGANIZATION'S NAME Perch Acquisition Co 1, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90364977 341307.00217

UCC FINANCING STATEMENT

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B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
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1a. ORGANIZATION'S NAME Perch Acquisition Co 2, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

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5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

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90365020 341307.00217

UCC FINANCING STATEMENT

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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1a. ORGANIZATION'S NAME Perch Acquisition Co 3, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365030 341307.00217

UCC FINANCING STATEMENT

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Perch Acquisition Co 4, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

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3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

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8. OPTIONAL FILER REFERENCE DATA:

90365040 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Perch Acquisition Co 5, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

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8. OPTIONAL FILER REFERENCE DATA:

90365051 341307.00217

UCC FINANCING STATEMENT

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1a. ORGANIZATION'S NAME Perch Acquisition Co 6, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
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2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

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3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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☐ Agricultural Lien ☐ Non-UCC Filing

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1a. ORGANIZATION'S NAME Perch Acquisition Co 7, LLC				
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1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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			COUNTRY	

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3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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8. OPTIONAL FILER REFERENCE DATA:

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
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1a. ORGANIZATION'S NAME Perch Acquisition Co 8, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor whether now existing or hereafter arising or acquired, including all proceeds thereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365084 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Perch Acquisition Co 9, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

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5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365089 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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1a. ORGANIZATION'S NAME Perch Acquisition Co 10, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

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☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365106 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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1a. ORGANIZATION'S NAME Perch Acquisition Co 11, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365131 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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1a. ORGANIZATION'S NAME Perch Acquisition Co 12, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

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5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365149 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Perch Acquisition Co 13, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

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6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365159 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Perch Acquisition Co 14, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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6a. Check only if applicable and check only one box:

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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365178 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Perch Acquisition Co 15, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

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2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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☐ Agricultural Lien ☐ Non-UCC Filing

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8. OPTIONAL FILER REFERENCE DATA:

90365187 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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1a. ORGANIZATION'S NAME Perch Acquisition Co 16, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

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3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor whether now existing or hereafter arising or acquired, including all proceeds thereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365202 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Perch Acquisition Co 17, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor whether now existing or hereafter arising or acquired, including all proceeds thereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365212 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Perch Acquisition Co 18, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

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5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

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☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365217 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Perch Acquisition Co 19, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365223 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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1a. ORGANIZATION'S NAME Perch Acquisition Co 20, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365242 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Perch Acquisition Co 21, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365263 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
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1a. ORGANIZATION'S NAME Perch Acquisition Co 22, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365289 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Perch Acquisition Co 23, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

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2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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8. OPTIONAL FILER REFERENCE DATA:

90365303 341307.00217

UCC FINANCING STATEMENT

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1a. ORGANIZATION'S NAME Perch Acquisition Co 24, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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8. OPTIONAL FILER REFERENCE DATA:

90365308 341307.00217

UCC FINANCING STATEMENT

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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Perch Acquisition Co 25, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor whether now existing or hereafter arising or acquired, including all proceeds thereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365315 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

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1a. ORGANIZATION'S NAME Perch Acquisition Co 26, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

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2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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8. OPTIONAL FILER REFERENCE DATA:

90365325 341307.00217

UCC FINANCING STATEMENT

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Perch Acquisition Co 27, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
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3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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8. OPTIONAL FILER REFERENCE DATA:

90365337 341307.00217

UCC FINANCING STATEMENT

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Perch Acquisition Co 28, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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90365349 341307.00217

UCC FINANCING STATEMENT

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Perch Acquisition Co 29, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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1a. ORGANIZATION'S NAME Perch Acquisition Co 30, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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8. OPTIONAL FILER REFERENCE DATA:

90365374 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Perch Acquisition Co 31, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
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90365389 341307.00217

UCC FINANCING STATEMENT

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UCC FINANCING STATEMENT

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			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor whether now existing or hereafter arising or acquired, including all proceeds thereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365427 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Perch Acquisition Co 34, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
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3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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90365435 341307.00217

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1a. ORGANIZATION'S NAME Perch Acquisition Co 35, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

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OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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			COUNTRY	

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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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90365455 341307.00217

UCC FINANCING STATEMENT

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Perch Acquisition Co 37, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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☐ Agricultural Lien ☐ Non-UCC Filing

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8. OPTIONAL FILER REFERENCE DATA:

90365462 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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8. OPTIONAL FILER REFERENCE DATA:

90365476 341307.00217

UCC FINANCING STATEMENT

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UCC FINANCING STATEMENT

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Perch Acquisition Co 42, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor whether now existing or hereafter arising or acquired, including all proceeds thereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365502 341307.00217

UCC FINANCING STATEMENT

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1a. ORGANIZATION'S NAME Perch Acquisition Co 43, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365515 341307.00217

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1a. ORGANIZATION'S NAME Perch Acquisition Co 44, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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☐ Agricultural Lien ☐ Non-UCC Filing

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90365524 341307.00217

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Perch Acquisition Co 45, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

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2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365530 341307.00217

UCC FINANCING STATEMENT

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1a. ORGANIZATION'S NAME Perch Acquisition Co 46, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
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90365600 341307.00217

UCC FINANCING STATEMENT

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Perch Acquisition Co 47, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365655 341307.00217

UCC FINANCING STATEMENT

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OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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UCC FINANCING STATEMENT

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1a. ORGANIZATION'S NAME Perch Acquisition Co 50, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

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5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365817 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

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1a. ORGANIZATION'S NAME Perch Direct Sales, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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☐ Agricultural Lien ☐ Non-UCC Filing

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8. OPTIONAL FILER REFERENCE DATA:

90365883 341307.00217

UCC FINANCING STATEMENT

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1a. ORGANIZATION'S NAME Whele HR, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

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2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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8. OPTIONAL FILER REFERENCE DATA:

90364038 341307.00217

UCC FINANCING STATEMENT

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME Care Touch, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 222 Berkeley Street, 8th floor		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

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3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365900 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
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1a. ORGANIZATION'S NAME Perch Foreign Acquisition Corp.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

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3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365913 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
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1a. ORGANIZATION'S NAME CARITI LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

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OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

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3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365921 341307.00217

UCC FINANCING STATEMENT

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1a. ORGANIZATION'S NAME Cuddsy LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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8. OPTIONAL FILER REFERENCE DATA:

90365932 341307.00217

UCC FINANCING STATEMENT

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1a. ORGANIZATION'S NAME Endustry LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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1a. ORGANIZATION'S NAME Explorefirst LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
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6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90365962 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
File with: Secretary of State, DE	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

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1a. ORGANIZATION'S NAME Homelife LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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1a. ORGANIZATION'S NAME Just Fur Love LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
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1a. ORGANIZATION'S NAME Magnolia Bloom LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

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OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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1a. ORGANIZATION'S NAME RisingSteel LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
			COUNTRY USA	

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1a. ORGANIZATION'S NAME Snow Goose Games LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
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1a. ORGANIZATION'S NAME Trendcycle LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 667 Boylston Street		CITY Boston	STATE MA	POSTAL CODE 02116
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1a. ORGANIZATION'S NAME Wedge and Wagon LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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1a. ORGANIZATION'S NAME Razor Group Holdings II Inc.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 801 Barton Springs Rd.		CITY Austin	STATE TX	POSTAL CODE 78704
			COUNTRY USA	

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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME The Stryze Group Americas Corporation				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 801 Barton Springs Rd.		CITY Austin	STATE TX	POSTAL CODE 78704
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Victory Park Management, LLC, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 N. Riverside Plaza, Suite 5200		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor whether now existing or hereafter arising or acquired, including all proceeds thereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

90412379 341307.00217

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	WYOM
File with: Secretary of State, WY	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

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1a. ORGANIZATION'S NAME Axion USA LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 801 Barton Springs Rd.		CITY Austin	STATE TX	POSTAL CODE 78704
				COUNTRY USA

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8. OPTIONAL FILER REFERENCE DATA:

90412375 341307.00217

UCC FINANCING STATEMENT

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B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23274 - VICTORY PARK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	WYOM
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OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 801 Barton Springs Rd.		CITY Austin	STATE TX	POSTAL CODE 78704
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8. OPTIONAL FILER REFERENCE DATA:

90412379 341307.00217

EXHIBIT B

[FORM OF] JOINDER TO AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

(“Joinder Agreement”)

Reference is hereby made to the Amended and Restated Pledge and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), dated as of February 28, 2024, entered into by and among RAZOR GROUP HOLDINGS II INC., a Delaware corporation (“**RGH II**”), WHELE, LLC, a Delaware limited liability company (“**Whele**”), each other Obligor on the signature page thereto (such Persons together with RGH II, Whele and any additional entities which become parties to the Security Agreement by executing this Joinder Agreement or another Joinder Agreement, are collectively referred to as the “**Obligors**” or individually referred to as an “**Obligor**”), and Victory Park Management, LLC (“**Victory Park**”), as the security trustee and collateral agent (in such capacity, the “**Agent**”) for the benefit of the Secured Parties (as defined in the Financing Agreement described below). Each capitalized term used herein and not defined herein shall have the meaning given to it in the Security Agreement or, if not defined therein, in the Financing Agreement.

By its execution of this Joinder Agreement, the undersigned, **[NAME OF NEW OBLIGOR]**, a **[_____]** **[corporation]** **[partnership]** **[limited liability company]** (the “**New Obligor**”) agrees to become, and does hereby become, an Obligor under the Security Agreement and agrees to be bound by such Security Agreement as if originally a party thereto. The New Obligor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the New Obligor’s right, title and interest in and to the Collateral, whether now owned or hereafter acquired, to secure the prompt and complete payment and performance of the Secured Obligations.

By its execution below, the New Obligor represents and warrants as to itself that all of the representations and warranties contained in the Security Agreement are true and correct in all respects as of the date hereof. The New Obligor represents and warrants that the supplements to the Schedules to the Security Agreement attached hereto are true and correct in all respects and such supplements set forth all information required to be scheduled under the Security Agreement. The New Obligor shall take all steps necessary to perfect, in favor of the Agent, a security interest in and lien against the New Obligor’s Collateral, including, without limitation, delivering all Collateral required to be delivered under the Security Agreement.

IN WITNESS WHEREOF, [NAME OF NEW OBLIGOR], a [_____] [corporation] [partnership] [limited liability company] has executed and delivered this Joinder to Amended and Restated Pledge and Security Agreement as of this _____ day of _____, _____.

[NAME OF NEW OBLIGOR]

By:
Name: _____
Title: _____

EXHIBIT C

[FORM OF]

**CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES
INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) dated as of [●], by and among [●] (each a “**Obligor**” and together the “**Obligors**”), to and in favor of Victory Park Management, LLC (“**Victory Park**”), as the security trustee (in such capacity, the “**Agent**”) for the benefit of the Secured Parties (as defined in the Financing Agreement described below) (in such capacities, the “**Grantee**”).

WHEREAS, the Obligor, the other Guarantors, and the Grantee have entered into that certain Financing Agreement, dated as of February 28, 2024; (as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Financing Agreement**”);

WHEREAS, the Obligor and certain other Guarantors have entered into that certain Amended and Restated Pledge and Security Agreement, dated as of February 28, 2024 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, the Obligor owns the [Trademarks][Patents][Copyrights] (as defined in the Security Agreement) listed on Exhibit A, which have been applied for, issued by, or registered with the United States Patent and Trademark Office or United States Copyright Office, as applicable;

WHEREAS, pursuant to the Security Agreement, the Obligor pledged, assigned and granted to the Grantee a security interest in all of its right, title and interest in, to, and under its [Trademarks][Patents][Copyrights] and agreed to execute and deliver this Agreement for purposes of filing in the United States Patent and Trademark Office or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Financing Agreement, or if not defined therein, in the Security Agreement.

2) The Security Interest.

(a) This Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. Upon termination of the Security Agreement pursuant to its express terms, this Agreement shall automatically terminate and all rights the Grantee may

have in the [Trademarks][Patents][Copyrights] shall automatically revert in full to the Obligor. Upon such termination, at Obligor's cost and expense subject to, and in accordance with the Financing Agreement, the Grantee shall promptly, execute, acknowledge, and deliver to the Obligor all reasonably requested instruments in writing, and do such other acts, in each case, as may be reasonably necessary to effect the release of (and evidence and record the release of) the Lien and security interest in the [Trademarks][Patents][Copyrights] acquired by Grantee under the Security Agreement and this Agreement.

(b) The Obligor hereby pledges, assigns and grants to the Grantee, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Obligor's right, title and interest, to and under the [Trademarks][Patents][Copyrights] listed on Exhibit A, and, to the extent applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of the foregoing, and all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such the [Trademarks][Patents][Copyrights] throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all other rights accruing thereunder or pertaining thereto throughout the world (including all rights of priority and all rights to obtain any of the foregoing rights throughout the world).

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Agreement shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Agreement has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Finance Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, INTERPRETED UNDER AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[•]

By: _____
Name:
Title:

[•]

By: _____
Name:
Title:

AGENT:

VICTORY PARK MANAGEMENT, LLC,
as the Agent

By: _____

Name: Scott R. Zemnick

Title: Manager

Exhibit A

[Trademarks] [Patents] [Copyrights]