

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM316820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAT Clear Measures, LLC		09/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2582764	DBADIRECT	
Registration Number:	2638640	DBADIRECT ONGUARD	
Registration Number:	2681560	LUCRUM	
Registration Number:	2522465	WORRYLESS	
Serial Number:	86025643	CLEAR MEASURES	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4048884001		
Email:	cjmoore@hunton.com		
Correspondent Name:	C. John Moore		
Address Line 1:	600 Peachtree Street		
Address Line 2:	Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	65740.000101		
NAME OF SUBMITTER:	C. John Moore		
SIGNATURE:	/CJM/		
DATE SIGNED:	09/12/2014		

CH \$140.00 2582764

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of September 11, 2014, by DAT CLEAR MEASURES, LLC, a Delaware limited liability company (“**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (“**GSSLG**”), as collateral agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of November 21, 2012, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG, as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have made Loans to Borrower; and

WHEREAS, Grantor is also party to the Pledge and Security Agreement and pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement to Collateral Agent, on behalf of itself and the Secured Parties;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement or the Pledge and Security Agreement, as applicable.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of Grantor’s Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein

as if fully set forth herein. In the event that any provisions of this Agreement conflict with the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern. Upon the termination of the Pledge and Security Agreement in accordance with its terms, this Agreement shall be subject to Section 9 thereof.

4. **Authorization to Supplement.** Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of Grantor, which become Trademarks or Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).**

6. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Remainder of Page Intentionally Blank]

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

GRANTOR:

DAT CLEAR MEASURES, LLC

By: 
Name: Kirk Arnold
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.

By: 

Name: Stephen W. Hipp

Title: Senior Vice President

Schedule I

Trademark Registrations

<u>GRANTOR</u>	<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
DAT Clear Measures, LLC	DBADIRECT	2,582,764	6/18/2002
DAT Clear Measures, LLC	DBADIRECT ONGUARD	2,638,640	10/22/2002
DAT Clear Measures, LLC	WORRYLESS	2,522,465	12/25/2001
DAT Clear Measures, LLC	LUCRUM	2,681,560	1/28/2003

Trademark Applications

<u>GRANTOR</u>	<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
DAT Clear Measures, LLC	CLEAR MEASURES	86/025,643	8/1/13

Trademark Licenses