

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kibo Software, Inc.	FORMERLY Momentum Holdco, Inc.	10/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC, as Collateral Agent		
Street Address:	1345 AVENUE OF THE AMERICAS		
Internal Address:	38TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4918385	MOZU	
Registration Number:	4909137	MOZU	
Registration Number:	4851615	MOZU	
CORRESPONDENCE DATA			
Fax Number:	2139963305		
<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:	2136836305		
Email:	williamwolff@paulhastings.com		
Correspondent Name:	William Wolff c/o Paul Hastings		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	William Wolff		
SIGNATURE:	/William Wolff/		
DATE SIGNED:	10/21/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 20, 2016 (this "Trademark Security Agreement"), is made by each Grantor that is a signatory hereto (collectively, "Grantors" and each individually, a "Grantor"), in favor of AB PRIVATE CREDIT INVESTORS LLC, a Delaware limited liability company, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent"), pursuant to that certain Credit Agreement, dated as of December 18, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among KIBO SOFTWARE, INC. (formerly known as Momentum Holdco, Inc.), a Delaware corporation ("Parent"), MARKETLIVE, LLC (formerly known as MarketLive, Inc.), a California limited liability company (for itself and as successor by merger to Momentum Merger Sub, Inc., "MarketLive"), SHOPATRON, LLC (formerly known as Shopatron, Inc.), a California limited liability company (for itself and as successor by merger to Safari Merger Sub, Inc., "Shopatron" and together with Parent and MarketLive, referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), MOMENTUM INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Grantor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by any Grantor, at such Grantor's sole expense, promptly execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of this page intentionally left blank]

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

GRANTOR:

KIBO SOFTWARE, INC., a Delaware corporation

By: 

Name: Rick Simpson

Title: CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (KIBO SOFTWARE, INC.)]

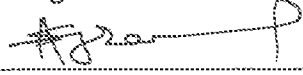
TRADEMARK
REEL: 005905 FRAME: 0572

AGENT:

Accepted and Agreed:

AB PRIVATE CREDIT INVESTORS LLC,
a Delaware limited liability company,
as Collateral Agent

By:


Name: SHISHIR AGRAWAL
Title: VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (KIBO SOFTWARE, INC.)]

TRADEMARK
REEL: 005905 FRAME: 0573

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

United States Trademark Registrations:

Trade-mark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Registrant	Database
Mozu	85624104	14-MAY-2012	4918385	15-MAR-2016	REGISTERED	VOLUSION, LLC	U.S. Federal
MOZU	85892219	01-APR-2013	4909137	01-MAR-2016	REGISTERED	VOLUSION, LLC	U.S. Federal
MOZU	85892198	01-APR-2013	4851615	10-NOV-2015	REGISTERED	VOLUSION, LLC	U.S. Federal