

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406057

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
One Technologies, LLC		10/24/2016	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LegacyBank, as Administrative Agent		
<b>Street Address:</b>	8411 Preston Road, Suite 600		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3874726	SCORESENSE	
<b>Registration Number:</b>	3816255	IDENTITYTHEFT.COM	
<b>Registration Number:</b>	3829916	MYCREDITHEALTH	
<b>Registration Number:</b>	3833674	NATIONALCREDITREPORT.COM	
<b>Registration Number:</b>	4586338	FREESCOREONLINE.COM	
<b>Registration Number:</b>	4823360	F FREESCOREONLINE.COM	
<b>Serial Number:</b>	86943937	BETTER CREDIT BETTER LIFE	
<b>Serial Number:</b>	86926582	IDENTITYTHEFT.COM	
<b>Serial Number:</b>	86959425	LET CREDIT TAKE YOU THERE	
<b>Serial Number:</b>	86937091	SCORES TO GO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214.745.5370		
<b>Email:</b>	jmuennink@winstead.com		
<b>Correspondent Name:</b>	Jan Muennink c/o Winstead PC		
<b>Address Line 1:</b>	P.O. Box 131851		
<b>Address Line 4:</b>	Dallas, TEXAS 75313		

CH \$265.00 3874726

<b>ATTORNEY DOCKET NUMBER:</b>	3127.242
<b>NAME OF SUBMITTER:</b>	Jan Muennink
<b>SIGNATURE:</b>	/jan muennink/
<b>DATE SIGNED:</b>	11/18/2016

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this "Agreement"), dated as of October 24, 2016, is entered into by ONE TECHNOLOGIES, LLC, a Texas limited liability company ("Grantor"), in favor of LEGACYTEXAS BANK, as administrative agent for the benefit of each of the Secured Parties (in such capacity, "Administrative Agent").

### BACKGROUND

Grantor, the lenders from time to time party thereto (the "Lenders"), and Administrative Agent have entered into the Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement").

In connection with the Credit Agreement, Grantor has entered into that certain Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), in favor of Administrative Agent for the benefit of the Secured Parties, pursuant to which Grantor is required to execute and deliver this Agreement.

It is the intention of the parties hereto that this Agreement create first priority Liens on the Collateral in favor of Administrative Agent, for its benefit and the benefit of the Secured Parties, securing the payment and performance of the Obligations.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to make the Loans under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents and any Bank Product Agreements, Grantor hereby agrees with Administrative Agent, for its benefit and the benefit of the Secured Parties, as follows:

#### **1. DEFINITIONS; OTHER TERMS.**

1.1. General Terms. For purposes of this Agreement:

"Collateral" has the meaning assigned to it by Section 2.1 hereof.

"Copyrights" has the meaning assigned to it by Section 2.1(a) hereof.

"Licenses" has the meaning assigned to it by Section 2.1(c) hereof.

"Patents" has the meaning assigned to it by Section 2.1(d) hereof.

"Related IP Documents" means, collectively, all documents and things in Grantor's possession related to the production and sale by Grantor, or any Affiliate, Subsidiary, licensee or

subcontractor thereof, of products or services sold by or under the authority of Grantor in connection with the Patents, Trademarks, Copyrights or Licenses.

“Trademarks” has the meaning assigned to it by Section 2.1(b) hereof.

1.2. Other Definitional Provisions. Capitalized terms used but not otherwise defined herein have the meanings given such terms in the Credit Agreement and, to the extent not otherwise defined in the Credit Agreement, in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, terms as defined herein shall control; provided, that a more expansive or explanatory definition shall not be deemed a conflict. Terms defined in the UCC which are not otherwise defined in this Agreement are used in this Agreement as defined in the UCC as in effect on the date hereof.

1.3. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or any other Loan Document, as applicable), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. This Agreement is a Loan Document.

## **2. GRANT OF SECURITY INTEREST.**

2.1. Grant of Security Interest. To secure payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for the benefit of Administrative Agent and the other Secured Parties, a security interest in all of Grantor’s right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the “Collateral”):

(a) all United States and foreign copyrights, including, without limitation, copyrights listed on Exhibit A hereto, and applications therefor and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign copyrights including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(b) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit B hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) all license agreements in which such Grantor is or becomes licensed (or grants or permits, whether now or in the future a license) to use a copyright, trademark, service mark, tradename, patent or the related know-how including, without limitation, those licenses granted under any of the Patent Licenses, Trademark Licenses, and Copyright Licenses (each as defined in the Security Agreement) (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Licenses");

(d) all United States and foreign patents and patent applications, whether in the United States or any foreign jurisdiction, and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit C hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(e) the goodwill of Grantor's business connected with the use of and symbolized by the Trademarks;

(f) the Related IP Documents; and

(g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

2.2. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Administrative Agent in the Collateral with the United States Patent and Trademark Office, the United States Copyright Office and any other applicable office or Governmental Authority. The security interest granted pursuant to this Agreement is a supplement to, and not a limitation of, the Lien granted to Administrative Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to its Lien in the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**3. MISCELLANEOUS**

3.1. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Grantor, Administrative Agent and the Secured Parties and their respective successors and assigns, except that Grantor shall not have the right to assign its rights or obligations under this Agreement or any interest herein without the prior written consent of Administrative Agent.

3.2. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

3.3. Entire Agreement. This Agreement, the Credit Agreement, and the other Loan Documents embody the entire agreement and understanding between Grantor and Administrative Agent relating to the Collateral and supersede all prior agreements and understandings between Grantor and Administrative Agent relating to the Collateral.

3.4. Counterparts; Facsimiles. 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. This Agreement shall be effective when it has been executed by Grantor and Administrative Agent. Further, any facsimile copy, other copy or reproduction of a signed counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of this Agreement.

3.5. **CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS.**

3.6. **NO ORAL AGREEMENTS. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.**

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

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

GRANTOR:

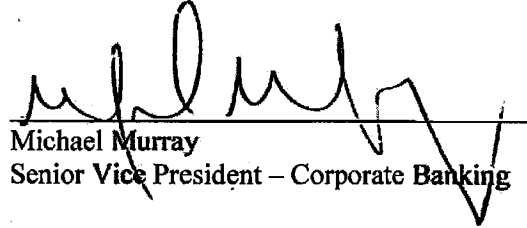
ONE TECHNOLOGIES, LLC,  
a Texas limited liability company

By:   
\_\_\_\_\_  
Clay Myers  
Chief Financial Officer

ADMINISTRATIVE AGENT:

LEGACYTEXAS BANK,  
as Administrative Agent

By:



Michael Murray  
Senior Vice President – Corporate Banking



EXHIBIT A  
COPYRIGHTS

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Serial No.	Copyright	Issue Date	Country of Issue
One Technologies, LLC	Owner	VA0001877373	Electronic File (eService)	October 10, 2015	US
One Technologies, LLC	Owner	VAA0001882052	Free Score Online part 1	October 15, 2010	US
One Technologies, LLC	Owner	VAAu001179585	Electronic File (eService)	July 18, 2014	US
One Technologies, LLC	Owner	VaU000624858	Friendlyzy	October 27, 2003	US

EXHIBIT B  
TRADEMARKS

TRADEMARK REGISTRATIONS

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
One Technologies, LLC	Owner	ScoreSense	3874726	36, 45	Online computer services, namely, providing a database in the field of financial information	November 9, 2010	U.S.
One Technologies, LLC	Owner	IdentityTheft.com (logo)	3816255	42, 45	Computer services in the field of information and data security	July 13, 2010	U.S.
One Technologies, LLC	Owner	MyCreditHealth	3829916	35, 45	Online monitoring of consumer credit reports	August 10, 2010	U.S.

One Technologies, LLC	Owner	NationalCredit Report.com (logo)	3833674	35, 36	Monitoring consumer credit reports and providing an alert as to any changes therein	August 17, 2010	U.S.
One Technologies, LLC	Owner	FreeScoreOnline.com	4586338	36, 45	Online computer services in the field of financial information	August 12, 2014	U.S.
One Technologies, LLC	Owner	FreeScoreOnline.com (logo)	4823360	36, 45	Online computer services in the field of financial information	September 29, 2015	U.S.
One Technologies International Limited	Owner	FreeScoreOnline.com (logo)	UK00003077710	36, 45	Financial Services; Security Services	January 16, 2015	U.K.
One Technologies International Limited	Owner	Rocket (logo)	UK00003121311	36	Credit bureau services; credit monitoring services	November 6, 2015	U.K.

One Technologies International Limited	Owner	One Technologies International	UK00003121 381	36	Credit bureau services; credit monitoring services	November 6, 2015	U.K.
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**TRADEMARK APPLICATIONS**

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
One Technologies, LLC	Owner	Better Credit Better Life	86943937	36, 45	Providing an online computer database in the field of financial information	March 17, 2016	U.S.
One Technologies, LLC	Owner	IdentityTheft.com	86926582	36, 45	Providing a website with information about credit records and data security	March 2, 2016	U.S.
One Technologies, LLC	Owner	Let Credit Take You There	86959425	36, 45	Providing an online computer database in the field of financial information	March 31, 2016	U.S.

One Technologies, LLC	Owner	Scores To Go	86937091	09	Downloadable mobile applications for accessing a database and producing notifications and reports in the field of financial information	March 11, 2016	U.S.
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TRADEMARK  
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EXHIBIT C  
PATENTS

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Issue
One Technologies, LLC	Owner	14/046,761	October 4, 2013	U.S.
One Technologies, LLC	Owner	14/075,723	November 8, 2013	U.S.

TRADEMARK

REEL: 005924 FRAME: 0869

RECORDED: 11/18/2016