

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYME, INC.		12/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP AGENCY, LLC, AS AGENT		
Street Address:	9 WEST 57TH STREET, SUITE 4920		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85594085	KEYME	
Serial Number:	85594099	KEYME	
Serial Number:	86449483	LOCKSMITH IN A BOX	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2124597136		
Email:	tbennett@goodwinlaw.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	128722.254938		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	12/01/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Trademark Security Agreement**”) is made this 1st day of December, 2016, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the “**Grantors**”), and BSP Agency, LLC, in its capacity as Agent for the Secured Parties (in such capacity, “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement, as applicable), by and among Borrower, the lenders from time to time party thereto (collectively, the “**Lenders**”, and together with Agent, the “**Secured Parties**”) and Agent, and the related Loan Documents, Borrower wishes to obtain financing from the Lenders;

WHEREAS, the Secured Parties have agreed to extend a senior secured term loan facility to Borrower, on the terms and subject to the conditions specified in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Borrower, the other parties that become a party thereto from time to time as Grantors and Agent;

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Trademark Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.
2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject only to the Lien in favor of the First Lien Creditor and other Permitted Liens having priority by operation of law over the Liens of Agent under the Loan Documents) in all of such 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 the registered Trademarks and applications therefor (other than applications filed on an “intent-to-use” basis) owned by such Grantor including those referred to on Schedule I hereto;
 - (b) all goodwill of the business connected with the use of, and symbolized by, the foregoing Trademarks; and
 - (c) all products and proceeds of the foregoing, including any claim by such

Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, (ii) injury to the goodwill associated with any such Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property license with respect to any such Trademark.

(d) Notwithstanding any other provision set forth herein, this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is likely to result in the forfeiture of Grantor's rights in any trademark application filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.), to the extent that granting a security interest or other lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application.

3. Security for Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by such Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

5. Authorization to Supplement. If any Grantor shall obtain exclusive rights to any new Trademark registrations or applications therefor, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give notice in writing to Agent with respect to any such additional Trademark registration granted after the date hereof in accordance with the Security Agreement and thereafter shall amend Schedule I to include any such new Trademark registration or applications therefor owned by Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all registered Trademark Collateral, whether or not listed on Schedule I.

6. Termination. Upon the termination of the Security Agreement, Agent shall promptly, upon request from such Grantor and at such Grantors sole expense, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Copyright Collateral under this Copyright Security Agreement.

7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this

Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. Construction. Unless otherwise specified, references in this Trademark Security Agreement to a Section, subsection, clause or Schedule refer to such Section, subsection, clause or Schedule as contained in this Trademark Security Agreement. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole, including all Schedules, as the same may from time to time be amended, restated, modified or supplemented, and not to any particular Section, subsection or clause contained in this Trademark Security Agreement or any such Schedule. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter genders. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Unless the context requires otherwise, (1) any definition of or reference to any agreement, instrument or other document 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 in any Loan Document), (2) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (3) any reference to any Person includes their respective successors and assigns (to the extent and only to the extent permitted by the Loan Documents) or, in the case of governmental Persons, Persons succeeding to the relevant functions of such Persons. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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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.

KEYME, INC.

By: 
Name: Gregory A. Marsh
Title: President, Chief Executive Officer,
Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005933 FRAME: 0145

ACCEPTED AND ACKNOWLEDGED BY:

BSP AGENCY, LLC

By: Benefit Street Partners L.L.C., its sole member

By:



Name: Bryan Martoken
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005933 FRAME: 0146

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Keyme, Inc.	United States	KEYME	85594085	3/26/2013
Keyme, Inc.	United States	KeyMe	85594099	4/16/2013
Keyme, Inc.	United States	Locksmith in a Box	86449483	11/10/14