

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM417048

<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>
LeadQual, LLC		02/22/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank		
<b>Street Address:</b>	521 East Morehead Street, Suite 200		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	National Banking Association: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86862125	LQ DIGITAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,michelle.diaz@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	02/22/2017		
<b>Total Attachments: 5</b>			
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OP \$40.00 86862125

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Agreement**"), dated as of February 22, 2017, is made by and between LeadQual, LLC, a Delaware limited liability company, having a business location at the address set forth below next to its signature (the "**Debtor**") and Regions Bank ("**Regions**"), having a business location at the address set forth below next to its signature.

### Recitals

A. Debtor, LQ Acquisition, LLC (the "**Parent**") and Regions are parties to that certain Credit Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**"), dated the same date as this Agreement, setting forth the terms on which Regions may now or hereafter extend credit to or for the account of Debtor. Debtor, Parent and Regions are parties to that certain Pledge and Security Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "**Security Agreement**"), dated the same date as this Agreement.

B. As a condition to extending credit to or for the account of Debtor, Regions has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and the Security Agreement herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"**Security Interest**" has the meaning given in Section 2.

"**Trademark Collateral**" has the meaning given in Section 2.

"**Trademarks**" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (f) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, assigns and pledges to Regions a continuing security interest (the "**Security Interest**") in the Debtor's Trademarks and all products and proceeds thereof (collectively, the "**Trademark Collateral**"), to secure the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to Regions herein are granted in furtherance, and not in limitation of, the security interests granted to Regions pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Regions with respect to the Trademark Collateral are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which rights and remedies are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement and/or the Security Agreement, the terms of the Credit Agreement and/or Security Agreement shall govern. Notwithstanding anything to the contrary, this Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Commitments have terminated or expired and (ii) all of the Obligations have been paid and performed in full (or with respect to any outstanding Letters of Credit, a cash deposit or at the discretion of Regions, a backup standby Letter of Credit reasonably satisfactory to Regions has been delivered to Regions as required by the Credit Agreement) other than contingent indemnification obligations as to which no claim has been made and no commitments of Regions or the other Secured Parties (as defined in the Security Agreement) which would give rise to any Obligations are outstanding.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by Regions and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Regions to exercise any right, remedy, or option under this Agreement, or delay by Regions in exercising the same, will operate as a waiver thereof. No waiver by Regions will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Regions under this Agreement shall be cumulative. No exercise by Regions of one right or remedy shall be deemed an election, and no waiver by Regions shall be deemed a continuing waiver. All notices to be given to Debtor or Regions under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND REGIONS HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND REGIONS REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

LEADQUAL, LLC

LeadQual, LLC  
1400 65<sup>th</sup> Street, Suite 250  
Emeryville, CA 94608

Attn: Andrew Coleman

By: 

Name: Andrew Coleman

Title: Co-Chief Executive Officer

REGIONS BANK

Regions Bank  
521 East Morehead Street, Suite 200  
Charlotte, North Carolina 28202  
Attn: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Trademark Security Agreement]

(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

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LEADQUAL, LLC

LeadQual, LLC  
1400 65<sup>th</sup> Street, Suite 250  
Emeryville, CA 94608  
Attn: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Andrew Coleman  
Title: Co-Chief Executive Officer

REGIONS BANK

Regions Bank  
521 East Morehead Street, Suite 200  
Charlotte, North Carolina 28202  
Attn: Kyle Husted

By:  \_\_\_\_\_  
Name: Kyle Husted  
Title: Vice President

[Trademark Security Agreement]

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND  
COLLECTIVE MEMBERSHIP MARKS

TRADEMARKS

<u>Mark</u>	<u>Current Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
 The logo consists of the letters 'LQ' in a large, bold, sans-serif font. Below 'LQ', the word 'digital' is written in a smaller, lowercase, sans-serif font. The entire logo is enclosed within a thin black rectangular border.	LeadQual, LLC	FEDTM 86862125	December 30, 2015