

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423673

<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>
Switchfly, Inc.		04/10/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital, LLC		
<b>Street Address:</b>	150 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4247408	SWITCHFLY	
<b>Registration Number:</b>	4247409	S	
<b>Registration Number:</b>	4262181	SWITCHFLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6465584180		
<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>	212-459-7115		
<b>Email:</b>	TRoot@goodwinlaw.com		
<b>Correspondent Name:</b>	Troy Root		
<b>Address Line 1:</b>	c/o Goodwin Procter LLP		
<b>Address Line 2:</b>	820 8th Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	128995-258001		
<b>NAME OF SUBMITTER:</b>	Troy Root		
<b>SIGNATURE:</b>	/s/ Troy Root		
<b>DATE SIGNED:</b>	04/13/2017		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 10<sup>th</sup> day of April, 2017, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and GOLUB CAPITAL LLC, in its capacity as Agent for the Secured Parties (together with its successors, “**Agent**”).

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Loan Agreement**”) among Switchfly, Inc., a Delaware corporation (the “**Borrower**”), the other loan parties from time to time party thereto, the lenders from time to time party (collectively, the “**Lenders**”), and Agent, the Lenders are willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, 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 premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
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 to Permitted Liens) 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, but excluding any Excluded Property, the “**Trademark Collateral**”):

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;

all goodwill of the business connected with the use of, and symbolized by, the foregoing Trademarks; and

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.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the 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 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. **LOAN 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 Loan 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 Loan Agreement, the terms and provisions of which

are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark registrations or applications therefor, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such additional trademark registration granted after the date hereof in accordance with the Loan Agreement. Grantors hereby authorize Agent unilaterally to modify this Agreement in accordance with the Loan Agreement by amending 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 Trademark Collateral, whether or not listed on Schedule I.

6. 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.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in immediately available funds of all Obligations other than amounts owing in respect of indemnification, expense reimbursement, yield protection or tax gross-up and contingent obligations, in each case with respect to which no claim has been made. Any reference herein to any Person shall be construed to include such Person's successors and assigns. 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.

8. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

[SIGNATURE PAGE FOLLOWS]

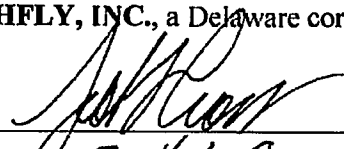
**IN WITNESS WHEREOF**, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date set forth above.

**SWITCHFLY, INC.**, a Delaware corporation

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

Name:

Title:

  
Scott L. Cross,  
Chief Financial Officer

**GOLUB CAPITAL LLC**, a Delaware limited liability company, as Agent

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

Name:

Title:

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006034 FRAME: 0882**

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 set forth above.

SWITCHFLY, INC., a Delaware corporation

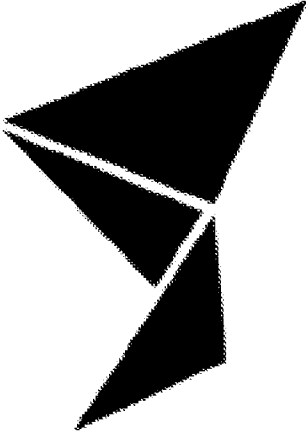
By: \_\_\_\_\_  
Name:  
Title:

GOLUB CAPITAL LLC, a Delaware limited liability company, as Agent

By:   
Name: Robert G. Tuchscherer  
Title: Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY**  
**AGREEMENT**

**TRADEMARK REGISTRATIONS**  
**/APPLICATIONS**

Grantor	Trademark	Country	Application No.	Application Date	Registration Date
Switchfly Inc.	SWITCHFLY	United States	85/526,540	01/26/2012	11/20/2012
Switchfly Inc.		United States	85/526,544	01/26/2012	11/20/2012
Dan Poulos, George Poulos	SWITCHFLY	United States	85/401,571	08/18/2011	12/18/2012
Switchfly Inc.	SWITCHFLY	Brazil	840208588	07/26/2012	07/21/2015
Switchfly Inc.	SWITCHFLY	Brazil	840208596	07/26/2012	07/21/2015
Switchfly Inc.	POINT DROP	European Union	11688587	03/26/2013	08/29/2013
Switchfly Inc.	SWITCHFLY	European Union	11075561	07/26/2012	12/18/2014
Switchfly Inc.	point drop	Singapore	T1305020J	03/28/2013	08/02/2013
Switchfly Inc.	switchfly	Singapore	T1210717I	07/24/2012	11/15/2013