

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426759

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900404404
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Inmar, Inc.		05/01/2017	Corporation: NORTH CAROLINA
Inmar Analytics, Inc.		05/01/2017	Corporation: CONNECTICUT
Carolina Coupon Clearing, Inc.		05/01/2017	Corporation: NORTH CAROLINA
Carolina Logistics Services, Inc.		05/01/2017	Corporation: NORTH CAROLINA
Carolina Manufacturer's Services, Inc.		05/01/2017	Corporation: NORTH CAROLINA
Collective Bias, Inc.		05/01/2017	Corporation: DELAWARE
EXP Pharmaceutical Services Corp.		05/01/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	4060378	
Registration Number:	4048272	
Registration Number:	4683743	INMAR
Registration Number:	4048271	INMAR
Registration Number:	3679132	INMAR
Registration Number:	3679133	INMAR
Registration Number:	3722028	INMAR
Registration Number:	3317887	1ST TOUCH ADVANTAGE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2110727	TRACE
Registration Number:	3608566	ONE TOUCH ADVANTAGE
Registration Number:	2854748	B2BID
Registration Number:	2112233	CHOICE
Registration Number:	3691376	CLS
Registration Number:	4126006	CLS
Registration Number:	2112234	FAIR
Registration Number:	3380840	I-LINK
Registration Number:	3405518	I-LINK INFORMATION · INTELLIGENCE · INTE
Registration Number:	3732663	INVOICE-LINK
Registration Number:	3804222	INVOICE-LINK
Registration Number:	3735183	NET-LINK
Registration Number:	3800562	NET-LINK
Registration Number:	2110728	RETRIEVE
Registration Number:	1983918	PROFILES
Registration Number:	3515660	ALINEA
Registration Number:	5147755	SOFABFOOD
Registration Number:	4452391	aisle share
Registration Number:	4848335	SHOPPER SOCIAL MEDIA
Registration Number:	4934104	SOFABU ON THE ROAD
Registration Number:	4689954	
Registration Number:	4650509	
Registration Number:	4680891	U
Registration Number:	4741837	SOFAB CONNECT
Registration Number:	4664836	SOFAB UNIVERSITY
Registration Number:	4673015	COLECTIVALATINA
Registration Number:	4689938	SOFAB CHATS
Registration Number:	4576486	SOFAB U
Registration Number:	4448846	CB SOCIALLY
Registration Number:	4217753	COLLECTIVE BIAS
Registration Number:	3958573	SOCIAL FABRIC
Registration Number:	3962469	THE WISDOM OF CONNECTED CROWDS
Registration Number:	4528557	MEDICAL DEVICE RENEWAL
Registration Number:	4530738	EXPIDENTIFY
Registration Number:	4258590	SINGLE COUNT PROGRAM
Registration Number:	4048478	EXP
Registration Number:	4013497	EXPHAZID
Registration Number:	3507790	EXP PHARMACEUTICAL SERVICES CORP.

Property Type	Number	Word Mark
Registration Number:	2928113	DIFFERENT & BETTER
Registration Number:	2205663	SMARTSHIP
Registration Number:	4290256	HOPSTER
Registration Number:	3899947	M-INTERCEPT
Registration Number:	3840255	M-DOT NETWORK
Registration Number:	3840258	M-DOT NETWORK
Registration Number:	3639174	HYDROTAC
Registration Number:	2136312	MAGNOPTX
Serial Number:	86954914	TASTECRATE
Serial Number:	87224941	SWIZL
Serial Number:	87186149	HEALTH E BASKET
Serial Number:	87218878	SOFAB FOOD
Serial Number:	86802147	INFLUENCER ACCURANK
Serial Number:	86208941	SOFAB PERKS

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F169901 TM 1ST LIEN

NAME OF SUBMITTER: Alan Delaney

SIGNATURE: /Alan Delaney/

DATE SIGNED: 05/09/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Credit Suisse AG, Cayman Islands Branch as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a First Lien Security Agreement, dated as of May 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative 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.

Section 2. *Grant of Security Interest*

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided, that the Trademark Collateral shall not include any Excluded Assets:

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world,
and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

Section 2.1 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. *Security Agreement*

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. *Recordation*

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 5. *Termination*

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Section 6. *Governing Law*

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

Section 7. *Counterparts*

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

INMAR, INC.

By: 

Name: David Mounts
Title: Chief Executive Officer and
President

**INMAR ANALYTICS, INC.
CAROLINA COUPON CLEARING, INC.
CAROLINA LOGISTICS SERVICES, INC.
CAROLINA MANUFACTURER'S SERVICES,
INC.
COLLECTIVE BIAS, INC.**

By: 

Name: David Mounts
Title: Chief Executive Officer and
President

EXP PHARMACEUTICAL SERVICES CORP.

By: 

Name: Richard Schmidt
Title: Executive Vice President, Chief
Financial Officer, Treasurer and Assistant Secretary

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**

as Administrative Agent

By: _____

Name: Judith Smith

Title: Authorized Signatory

By: _____

Name: Karim Rahimtoola






Title: Authorized Signatory





[Signature Page to First Lien Trademark Security Agreement]

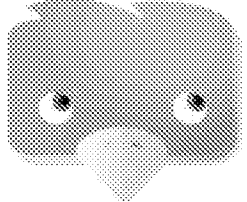
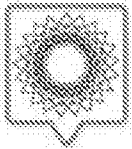
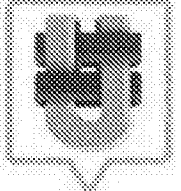

TRADEMARK
REEL: 006052 FRAME: 0513


SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

US Trademark Registrations:

Owner	Mark	Registration Number
Inmar, Inc.	Miscellaneous Design (circle): 	4,060,378
Inmar, Inc.	Miscellaneous Design (circle): 	4,048,272
Inmar, Inc.	INMAR	4,683,743
Inmar, Inc.	INMAR	4,048,271
Inmar, Inc.	INMAR	3,679,132
Inmar, Inc.	INMAR & Design 	3,679,133
Inmar, Inc.	INMAR & Design 	3,722,028
Inmar, Inc.	TASTECRATE	(86/954,914)
Carolina Coupon Clearing, Inc.	SWIZL	(87/224,941)
Carolina Coupon Clearing, Inc.	HEALTH E BASKET and Design: 	(87/186,149)
Carolina Logistics Services, Inc.	1 ST TOUCH ADVANTAGE	3,317,887
Carolina Logistics Services, Inc.	TRACE	2,110,727
Carolina Logistics Services, Inc.	ONE TOUCH ADVANTAGE	3,608,566
Carolina Logistics Services, Inc.	B2BID	2,854,748
Carolina Logistics Services, Inc.	CHOICE	2,112,233
Carolina Logistics Services, Inc.	CLS	3,691,376

Owner	Mark	Registration Number
Carolina Logistics Services, Inc.	CLS	4,126,006
Carolina Logistics Services, Inc.	FAIR	2,112,234
Carolina Logistics Services, Inc.	I-LINK and Design	3,380,840
Carolina Logistics Services, Inc.	I-LINK INFORMATION INTELLIGENCE INTERGRATION and Design 	3,405,518
Carolina Logistics Services, Inc.	INVOICE-LINK	3,732,663
Carolina Logistics Services, Inc.	INVOICE-LINK and Design 	3,804,222
Carolina Logistics Services, Inc.	NET-LINK	3,735,183
Carolina Logistics Services, Inc.	NET-LINK and Design 	3,800,562
Carolina Logistics Services, Inc.	ONE TOUCH ADVANTAGE	3,608,566
Carolina Logistics Services, Inc.	RETRIEVE	2,110,728
Carolina Manufacturer's Services, Inc.	PROFILES (Stylized)	1,983,918
Carolina Manufacturer's Services, Inc.	ALINEA	3,515,660
Collective Bias, Inc.	SOFAB FOOD and Design: 	(87/218,878)
Collective Bias, Inc.	SOFABFOOD	5,147,755
Collective Bias, Inc.	AISLE SHARE	4,452,391
Collective Bias, Inc.	INFLUENCER ACCURANK	(86/802,147)
Collective Bias, Inc.	SHOPPER SOCIAL MEDIA	4,848,335
Collective Bias, Inc.	SOFABU ON THE ROAD	4,934,104
Collective Bias, Inc.	Design:	4,689,954

Owner	Mark	Registration Number
		
Collective Bias, Inc.	Design: 	4,650,509
Collective Bias, Inc.	Design: 	4,680,891
Collective Bias, Inc.	SOFAB CONNECT	4,741,837
Collective Bias, Inc.	SOFAB UNIVERSITY	4,664,836
Collective Bias, Inc.	COLLECTIVALATINA	4,673,015
Collective Bias, Inc.	SOFAB CHATS	4,689,938
Collective Bias, Inc.	SOFAB PERKS	(86/208,941)
Collective Bias, Inc.	SOFAB U	4,576,486
Collective Bias, Inc.	CB SOCIALLY	4,448,846
Collective Bias, Inc.	COLLECTIVE BIAS	4,217,753
Collective Bias, Inc.	SOCIAL FABRIC	3,958,573
Collective Bias, Inc.	THE WISDOM OF CONNECTED CROWDS	3,962,469
EXP Pharmaceutical Services Corp.	MEDICAL DEVICE RENEWAL and Design: 	4,528,557
EXP Pharmaceutical Services Corp.	EXPIDENTIFY	4,530,738
EXP Pharmaceutical Services Corp.	SINGLE COUNT PROGRAM	4,258,590
EXP Pharmaceutical Services Corp.	EXP	4,048,478
EXP Pharmaceutical Services Corp.	EXPHAZID	4,013,497
EXP Pharmaceutical Services Corp.	EXP PHARMACEUTICAL SERVICES CORP.	3,507,790
EXP Pharmaceutical Services Corp.	DIFFERENT & BETTER	2,928,113
EXP Pharmaceutical Services Corp.	SMARTSHIP	2,205,663
Carolina Coupon Clearing, Inc. (successor in interest to Hopster, Inc.)	HOPSTER	4,290,256

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Carolina Coupon Clearing, Inc. (successor in interest to M-Dot, Inc.)	M-INTERCEPT	3,899,947
Carolina Coupon Clearing, Inc. (successor in interest to M-Dot, Inc.)	M-DOT NETWORK	3,840,255
Carolina Coupon Clearing, Inc. (successor in interest to M-Dot, Inc.)	M-DOT NETWORK and Design: 	3,840,258
Inmar Analytics, Inc. (successor in interest to VSI International LLC)	HYDROTAC	3,639,174
Inmar Analytics, Inc. (successor in interest to VSI International, Inc.)	MAGNOPTX	2,136,312

US Trademark Applications

None.