

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TurboAppeal, Inc.		05/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5117630		
Registration Number:	5083310	REALYTICS	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.072		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	05/10/2017		
Total Attachments: 5			
source=Turbo - Trademark Security Agreement (TurboAppeal)#page1.tif			
source=Turbo - Trademark Security Agreement (TurboAppeal)#page2.tif			
source=Turbo - Trademark Security Agreement (TurboAppeal)#page3.tif			

OP \$65.00 5117630

source=Turbo - Trademark Security Agreement (TurboAppeal)#page4.tif

source=Turbo - Trademark Security Agreement (TurboAppeal)#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 10, 2017, by TURBOAPPEAL, INC., a Delaware corporation ("Grantor") in favor of GOLUB CAPITAL MARKETS LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as November 1, 2013 (as amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, including without limitation by that certain Consent, Waiver, Joinder and Amendment No. 2 to Credit Agreement dated as of the date herewith, the "Credit Agreement"), by and among PARADIGM DKD GROUP, L.L.C. (successor by merger to Paradigm Tax Group Merger Sub LLC), a Nevada limited liability company ("Borrower"), the other Loan Parties from time to time party thereto, Administrative Agent, and the lenders from time to time party thereto (collectively, the "Lenders"), the Lenders have agreed to make Loans, from time to time, to the Borrower;

WHEREAS, pursuant to that certain Security Agreement dated as of November 1, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among PARADIGM TAX GROUP HOLDING COMPANY, a Delaware corporation, Borrower, the other parties that become a party thereto from time to time, and Administrative Agent for and on behalf of the Lenders and the other Secured Parties (as defined in the Credit Agreement), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all respective Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of its presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof

and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.

4. 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, either originally or by PDF, facsimile or other means of electronic transmission, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

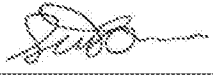
5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

6. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[*Signature Pages Follow*]

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

TURBOAPPEAL, INC.,
a Delaware corporation

By: 
Name: Steven C. Burns
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:


GOLUB CAPITAL MARKETS LLC,
as Administrative Agent

By: 

Name: Robert G. Tuhscherer

Title: Managing Director

SCHEDULE A
TRADEMARKS

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Design only 	86916554	2/23/16	5117630	1/10/17	TurboAppeal, Inc.	Registered
REALYTICS	86724057	8/13/15	5083310	11/15/16	TurboAppeal, Inc.	Registered