

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431317

<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>
TEAM SUBJECT MATTER LLC		06/13/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M&T BANK		
<b>Street Address:</b>	One M&T Plaza		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14203		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86682504	SUBJECT MATTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4103855119		
<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>	4103855081		
<b>Email:</b>	lbell@gebsmith.com		
<b>Correspondent Name:</b>	Laura Bell, Legal Asst.		
<b>Address Line 1:</b>	1 South Street, Suite 2200		
<b>Address Line 2:</b>	Gebhardt & Smith LLP		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202		
<b>NAME OF SUBMITTER:</b>	Joseph R. S. Tyssowski, Jr., Counsel		
<b>SIGNATURE:</b>	/Joseph R. S. Tyssowski, Jr./		
<b>DATE SIGNED:</b>	06/15/2017		
<b>Total Attachments: 2</b>			
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OP \$40.00 86682504

**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Loan and Security Agreement dated as of June 13, 2017 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors thereto (each an "Obligor" and collectively, the "Obligors") and M&T Bank ("Secured Party") whose address is located at One M&T Plaza, 3<sup>rd</sup> Floor, Buffalo, New York 14203, the undersigned Obligor has granted a continuing security interest in and continuing lien upon, and hereby grants to the Secured Party a continuing security interest in and to, the trademarks and trademark applications shown below, together with the goodwill associated therewith:

**TRADEMARKS**


<u>Serial No.</u>	<u>Description of Trademark</u>	<u>Registration Date</u>
86682504	SUBJECT MATTER	July 2, 2015

The Obligor and the Secured Party hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement, (ii) is not to be construed as an assignment of any trademark or trademark application, and (iii) the rights and remedies of the Secured Party with respect thereto are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Very truly yours,

TEAM SUBJECT MATTER LLC,  
f/k/a HoldCo Partners LLC

By: Team Subject Matter Management LLC,  
Managing Member

By:   
Name: DANIEL SKUMICK  
Title: MEMBER

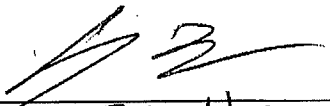
Address: 1121 14<sup>th</sup> Street, NW, 5<sup>th</sup> Floor  
Washington, DC 20005

*Lender's Acknowledgment to Notice of Grant of Security Interest in Trademarks (by TMS):*

Acknowledged and Accepted:

M&T BANK

By:

  
Name: Eric Helvitz  
Title: Vice President