

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM438042

<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>
ReliaQuest, LLC		07/20/2017	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Tampa		
<b>Street Address:</b>	601 Bayshore Blvd., Suite 830		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33606		
<b>Entity Type:</b>	banking corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4996634	MAKE SECURITY POSSIBLE	
<b>Registration Number:</b>	4926390	RELIAQUEST	
<b>Registration Number:</b>	4918115	RELIAQUEST	
<b>Registration Number:</b>	4926391		
<b>Registration Number:</b>	3989768	RELIAQUEST	
<b>Serial Number:</b>	87489044	GREYFORM	
<b>Serial Number:</b>	87123593	MAKING SECURITY POSSIBLE	
<b>Serial Number:</b>	87315792	RELIAQUEST	
<b>Serial Number:</b>	87315783		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8132212900		
<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>	8132213900		
<b>Email:</b>	christina.allen@hwhlaw.com		
<b>Correspondent Name:</b>	Rachel M. Feinman, Esq.		
<b>Address Line 1:</b>	101 E. Kennedy Blvd., Suite 3700		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>NAME OF SUBMITTER:</b>	Rachel M. Feinman		

CH \$240.00 4996634

<b>SIGNATURE:</b>	/Rachel M. Feinman/
<b>DATE SIGNED:</b>	08/04/2017
<b>Total Attachments: 5</b> source=BOT Trademark Security Agreement (Executed)#page1.tif source=BOT Trademark Security Agreement (Executed)#page2.tif source=BOT Trademark Security Agreement (Executed)#page3.tif source=BOT Trademark Security Agreement (Executed)#page4.tif source=BOT Trademark Security Agreement (Executed)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), effective as of July 20, 2017, is made by each of the signatories hereto (the "Grantors") in favor of THE BANK OF TAMPA, a Florida banking corporation, having its principal place of business at 601 Bayshore Boulevard, Suite 830, Tampa, Florida 33606 (the "Bank"), under the Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by between the Bank and RELIAQUEST, LLC, a Florida limited liability company (the "Borrower").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Loan Agreement or the Security Agreement, as applicable.

WHEREAS, pursuant to the Loan Agreement, the Bank has agreed to make available to the Borrower a revolving line of credit upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors thereunder have executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Bank (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Bank a security interest in, inter alia, certain intellectual property, including those trademarks set forth on Exhibit A that constitute Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each of the Grantors agrees, for the benefit of the Bank, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest for Obligations. Each of the Grantors hereby grants a continuing security interest in, all of such Grantor's right, title and interest in, to and under the trademarks constituting Collateral (including, without limitation, those items listed on Exhibit A hereto and all goodwill related thereto) (and expressly excluding United States intent-to-use trademark applications to the extent that the grant of this security interest would impair the registrability of such application) (collectively, the "Trademark Collateral"), to the Bank, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Bank in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set

forth herein. In the event of any conflict between this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

BANK:

**THE BANK OF TAMPA,**  
a Florida banking corporation

By: 

Name: Lauren Fernandez

Title: Senior Vice President

Address of Bank:

601 Bayshore Blvd., Suite 830

Tampa, Florida 33606

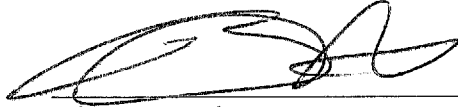
Attn: Lauren Fernandez

Facsimile No.: 813-872-1383

Email: lfernandez@bankoftampa.com

GRANTORS:

**RELIAQUEST, LLC**, a Florida limited liability company


By:   
Name: Brian P. Murphy  
Title: Manager

Mailing address:

777 South Harbour Island Blvd., Suite 500  
Tampa, Florida 33606  
Attn: Brian P. Murphy & Legal  
Facsimile No.: \_\_\_\_\_  
Email: \_\_\_\_\_

**RELIAQUEST HOLDINGS, LLC**, a Florida limited liability company

By: ReliaQuest Group Holdings, LLC, a Delaware limited liability company,  
its sole member

By:   
Name: Brian P. Murphy  
Title: Chief Executive Officer

Mailing address:

777 South Harbour Island Blvd., Suite 500  
Tampa, Florida 33606  
Attn: Brian P. Murphy & Legal  
Facsimile No.: \_\_\_\_\_  
Email: \_\_\_\_\_

**RELIAQUEST GROUP HOLDINGS, LLC**, a Delaware limited liability company

By:   
Name: Brian P. Murphy  
Title: Chief Executive Officer

Mailing address:


777 South Harbour Island Blvd., Suite 500  
Tampa, Florida 33606  
Attn: Brian P. Murphy & Legal  
Facsimile No.: \_\_\_\_\_  
Email: \_\_\_\_\_

**EXHIBIT A**

**TRADEMARK REGISTRATIONS**

<b>Loan Party</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
ReliaQuest, LLC	USPTO	4996634	July 12, 2016	MAKE SECURITY POSSIBLE
ReliaQuest, LLC	USPTO	4926390	March 29, 2016	RELIAQUEST
ReliaQuest, LLC	USPTO	4918115	March 15, 2016	Design: 
ReliaQuest, LLC	USPTO	4926391	March 29, 2016	Design: 
ReliaQuest, LLC	USPTO	3989768	July 5, 2011	RELIAQUEST

**TRADEMARK APPLICATIONS**

<b>Loan Party</b>	<b>Jurisdiction</b>	<b>Serial No.</b>	<b>Application Date</b>	<b>Mark</b>
ReliaQuest, LLC	USPTO	87489044	June 14, 2017	GREYFORM
ReliaQuest, LLC	USPTO	87123593	August 1, 2016	MAKING SECURITY POSSIBLE
ReliaQuest, LLC	USPTO	87315792	January 27, 2017	Design: 
ReliaQuest, LLC	USPTO	87315783	January 27, 2017	Design: 