

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM438461

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DAT CLEAR MEASURES, LLC		08/08/2017	Limited Liability Company: DELAWARE
ENRICH, LLC		08/08/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital LLC, as Collateral Agent
Street Address:	150 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4729937	CLEAR MEASURES
Registration Number:	2582764	DBADIRECT
Registration Number:	2638640	DBADIRECT ONGUARD
Registration Number:	2681560	LUCRUM
Registration Number:	2522465	WORRYLESS
Registration Number:	3852335	ENRICH
Registration Number:	4364412	PROCUREMENT-IN-A-BOX
Registration Number:	4364413	PROCUREMENT-IN-A-BOX

CORRESPONDENCE DATA

Fax Number:

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: 312-862-2000

Email: mary.wysocki@kirkland.com, trademarks@kirkland.com

Correspondent Name: Mary Wysocki Parsons

Address Line 1: 300 N. LaSalle

CH \$215.00 4729937

Address Line 2:	c/o Kirkland & Ellis LLP
Address Line 4:	Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	24330-27
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NAME OF SUBMITTER:	Mary Parsons
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SIGNATURE:	/Mary Parsons/
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DATE SIGNED:	08/08/2017
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Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 8, 2017, (this “Agreement”), by DAT CLEAR MEASURES, LLC and ENRICH, LLC (each, a “Grantor”) in favor of Golub Capital LLC (“Golub”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of August 8, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement dated as of August 8, 2017 (as amended, restated, amended and restated, modified and/or supplemented from time to time, the “Credit Agreement”), among MMAN ACQUISITION CO., a Delaware corporation (the “Borrower”), MMAN MIDCO INC., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto and Golub Capital LLC, in its capacities as administrative agent and collateral agent for the Lenders (the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto (for clarity, excluding any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant, attachment or enforcement of a security interest therein may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law);

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and

remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

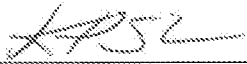
SECTION 4. ***Counterparts***. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 5. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

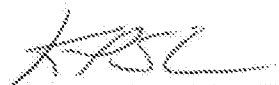
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DAT CLEAR MEASURES, LLC

By: 
Name: Kevin Shone
Title: Chief Financial Officer

ENRICH, LLC

By: 
Name: Kevin Shone
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first written above:

GOLUB CAPITAL LLC, as Collateral Agent

By: 

Name: Robert G. Tuschschler


Title: Managing Director

Signature Page to IP Security Agreement

TRADEMARK
REEL: 006125 FRAME: 0649

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	CLEAR MEASURES	86025643	8/1/2013	4729937	5/5/2015	DAT CLEAR MEASURES, LLC
2.	DBADIRECT	75679746	4/9/1999	2582764	6/18/2002	DAT CLEAR MEASURES, LLC
3.		76228844	3/22/2001	2638640	10/22/2002	DAT CLEAR MEASURES, LLC
4.	LUCRUM	75855657	11/22/1999	2681560	1/28/2003	DAT CLEAR MEASURES, LLC
5.	WORRYLESS	76239817	4/11/2001	2522465	12/25/2001	DAT CLEAR MEASURES, LLC
6.	ENRICH	77805741	8/17/2009	3852335	9/28/2010	ENRICH, LLC
7.	PROCUREMENT-IN-A-BOX	85778715	11/14/2012	4364412	7/9/2013	ENRICH, LLC
8.	PROCUREMENT-ISA-BOX	85778719	11/14/2012	4364413	7/9/2013	ENRICH, LLC

SCHEDULE II

PATENT REGISTRATIONS AND APPLICATIONS

None.

Schedule II

#4817-4844-1642v5

TRADEMARK
REEL: 006125 FRAME: 0651

SCHEDULE III

COPYRIGHT REGISTRATIONS

None.

Schedule III

#4817-4844-1642v5

TRADEMARK
REEL: 006125 FRAME: 0652

EXHIBIT A

[FORM OF] INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (this “IP Security Agreement Supplement”), by [●] ([each, a][the] “**Grantor**”) in favor of Golub Capital LLC (“Golub”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of August 8, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement dated as of August 8, 2017 (as amended, restated, amended and restated, modified and/or supplemented from time to time, the “Credit Agreement”), among MMAN ACQUISITION CO., a Delaware corporation (the “Borrower”), MMAN MIDCO INC., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto and Golub Capital LLC, in its capacities as administrative agent and collateral agent for the Lenders (the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the [Grantor][Grantors] and the Collateral Agent have entered into that certain Intellectual Property Security Agreement, dated as of [●] [●], 20[●] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement or Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [such][the] Grantor and regardless of where located (collectively, the “Additional IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto (for clarity, excluding any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant, attachment or enforcement of a security interest therein may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law);

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. ~~[Each]~~**[The]** Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

[●], as Grantor

By: _____

Name:

Title:

Exhibit A

#4817-4844-1642v5

TRADEMARK
REEL: 006125 FRAME: 0655

ACCEPTED AND AGREED
as of the date first written above:

GOLUB CAPITAL LLC, as Collateral Agent

By: _____

Name:

Title:

Exhibit A

#4817-4844-1642v5

TRADEMARK
REEL: 006125 FRAME: 0656

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
9.						
10.						
11.						
12.						
13.						

Schedule I

SCHEDULE II

PATENT REGISTRATIONS AND APPLICATIONS

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.						
2.						
3.						
4.						
5.						

Schedule II

SCHEDULE III

COPYRIGHT REGISTRATIONS

No.	Title	Reg. No.	Reg. Date	Owner
1.				
2.				
3.				
4.				
5.				