

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441732

<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>
FEDBID, INC.		09/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACAS, LLC		
<b>Street Address:</b>	2 BETHESDA METRO CENTER, 14TH FLOOR		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3461481	THE BUYER-DRIVEN ONLINE MARKETPLACE	
<b>Registration Number:</b>	3132527	FEDBID	
<b>Registration Number:</b>	3120444	ACTIVITYCARD	
<b>Registration Number:</b>	3217735	BETTER BUYING SMARTER SELLING	
<b>Registration Number:</b>	4765409	B2BUY	
<b>Registration Number:</b>	4737566	FEDBID EPAYMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	312.577.8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN MUCHIN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	384287-12		
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO		
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/		
<b>DATE SIGNED:</b>	09/01/2017		

CH \$165.00 3461481

**Total Attachments: 5**

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT (AS DEFINED BELOW) PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MAY 8, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED, MODIFIED, EXTENDED, RENEWED, OR REPLACED FROM TIME TO TIME, THE “**INTERCREDITOR AGREEMENT**”), BY AND AMONG SUNTRUST BANK, AS THE FIRST LIEN AGENT, AND AMERICAN CAPITAL, LTD. (N/K/A ACAS, LLC), AS THE SECOND LIEN AGENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE “**SECOND LIEN AGENT**”). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

### **TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of September 1, 2017 (this “Security Agreement”), is made by FEDBID, INC., a Delaware corporation (the “Grantor”), in favor of ACAS, LLC (formerly American Capital, Ltd.), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, Cumulus Intermediate Acquisition Holdings II, Inc., a Delaware corporation (“Holdings”), Compusearch Software Holdings, Inc. (f/k/a Spark Acquisition Holdings, Inc.), a Delaware corporation (“CSH”), and Compusearch Software Systems, Inc., a Virginia corporation (“Compusearch” and, together with CSH, each a “Borrower” and collectively, the “Borrowers”) have entered into that certain Term Loan Agreement dated as of May 8, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Holdings, the Borrowers, the other Loan Parties from time to time party thereto, and the lenders from time to time parties thereto and the Collateral Agent, providing for, among other things, term loan facilities subject to the terms set forth therein; and

**WHEREAS**, in connection with the Credit Agreement, the Borrowers, Holdings and certain of Holdings’ Restricted Subsidiaries have entered into that certain Second Lien Guaranty and Security Agreement dated as of May 8, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Collateral Agent, for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1**      **Defined Term.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2**      **Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of such Grantor in all of the following property:

all trademarks, service marks, slogans, logos, certification marks, trade dress, corporate names, business names, fictitious business names, trade names and other source or business identifiers, whether

registered or unregistered, owned by such Grantor and all registrations and applications for the foregoing owned by such Grantor, including, without limitation, the registrations and applications referred to on Schedule I hereto (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, owned by such Grantor), and all goodwill associated therewith, now existing or hereafter acquired by such Grantor, together with any and all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, and renewals thereof, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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, or resulting in the voiding of, such intent-to-use application or any registration issuing from such intent-to-use trademark application under applicable federal law (the "Trademark Collateral").

**Section 3**      **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**      **Termination.** This Security 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 and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Loan Parties, 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 5**      **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

**Section 6**      **Governing Law.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[remainder of page intentionally left blank]

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

**FEDBID, INC.**

By: 

Name: Daniel Ilisevich

Title: Treasurer and Secretary

Acknowledged and Agreed to as of the date hereof:

**COLLATERAL AGENT:**

**ACAS, LLC**

By: \_\_\_\_\_

Name:

Title:

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

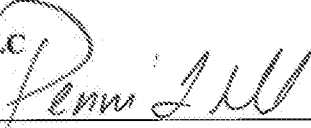
**FEDBID, INC.**

By: \_\_\_\_\_  
Name: Daniel Ilisevich  
Title: Treasurer and Secretary

Acknowledged and Agreed to as of the date hereof:

**COLLATERAL AGENT:**

ACAS, LLC

By: 

Name:

Title: **Penni Roll**  
**Authorized Signatory**

**SCHEDULE I**

**Trademarks**

**I. REGISTERED AND ISSUED TRADEMARKS**

<b>Mark</b>	<b>Owner of Record</b>	<b>Date of Registration</b>	<b>Registration No.</b>	<b>Application Date</b>	<b>Application No.</b>	<b>Status</b>	<b>Country</b>
THE BUYER-DRIVEN ONLINE MARKETPLACE	Fedbid, Inc.	July 8, 2008	3,461,481	Nov. 7, 2007	77/323,520	Section 8 & 15 affidavit accepted & acknowledged	US
FEDBID	Fedbid, Inc.	Aug. 22, 2006	3,132,527	Aug. 8, 2005	78/688,006	Renewed	US
ACTIVITYCARD	Fedbid, Inc.	July 25, 2006	3,120,444	Aug. 8, 2005	78/688,033	Renewed	US
BETTER BUYING SMARTER SELLING	Fedbid, Inc.	Mar. 13, 2007	3,217,735	May 12, 2006	78/882,651	Renewed	US
B2BUY	Fedbid, Inc.	June 30, 2015	4,765,409	Feb. 21, 2014	86/200,160	Registered	US
FEDBID EPAYMENT	Fedbid, Inc.		4,737,566		86/200,371	Registered	

**II. TRADEMARK APPLICATIONS**

None.