

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
trueEx Group LLC		09/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Eagle Venture Capital I, LLC, as Collateral Agent		
Street Address:	155 Lake Street East, Suite 2000		
City:	Wayzata		
State/Country:	MINNESOTA		
Postal Code:	55391		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4704051	TRADEON	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	09/06/2017		
Total Attachments: 10			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”), dated as of September 1, 2017, is by and among the Grantors listed on the signature pages hereof (collectively, together with their respective successors and assigns, jointly and severally, “*Grantors*” and each individually, a “*Grantor*”), and Eagle Venture Capital I, LLC (together with its successors and assigns, “*Eagle Venture*”), in its capacity as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, “*Collateral Agent*”) on behalf of the parties that are from time to time holders of the Notes (together with their respective successors and assigns, each a “*Noteholder*” and collectively, the “*Noteholders*”).

W I T N E S S E T H:

WHEREAS, trueEX Group LLC, a Delaware limited liability company (the “*Company*”), has issued to the Noteholders secured promissory notes in a maximum aggregate principal amount of up to Fifteen Million Dollars (\$15,000,000) or such other amount as may be required to comply with the terms of the Parent Operating Agreement (as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, each a “*Note*” and collectively the “*Notes*”) as set forth in that certain Note Purchase Agreement, dated as of September 1, 2017, by and among the Company and the Noteholders (as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “*Purchase Agreement*”).

WHEREAS, trueEX LLC, a Delaware limited liability company (“*trueEX*”), truePACE LLC, a Delaware limited liability company (“*truePACE*”) and trueIP LLC, a Delaware limited liability company (“*trueIP*”, and together with trueEX, truePACE, and trueIP, and their respective successors and assigns, each a “*Guarantor*” and collectively, “*Guarantors*”) have each absolutely and unconditionally guaranteed all of the obligations, liabilities and indebtedness of the Borrower arising under or evidenced by the Notes as set forth in the Guaranty, dated as of September 1, 2017, by Guarantors in favor of Collateral Agent and the Noteholders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “*Guaranty*”).

WHEREAS, the obligations of the Company and the Guarantors are secured by substantially all of the assets of the Company and the Guarantors as set forth in that certain Security Agreement, dated as of September 1, 2017, by the Borrower and the Guarantors in favor of Collateral Agent and the Noteholders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Noteholders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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 Security Agreement or, if not defined therein, in the Purchase Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants and pledges to Collateral Agent, for the benefit of each Noteholder to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "**Trademark Collateral**"):

(a) all of such Grantor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Schedule I hereto, together with all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "**Trademarks**");

(b) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature;

(c) the goodwill of the business connected with the use of, or symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

(d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all Intellectual Property Licenses at any time entered into in connection therewith;

(e) the right to sue for past, present and future infringements of the Trademarks and Intellectual Property Licenses;

(f) all rights corresponding to the Trademarks and Intellectual Property Licenses throughout the world; and

(g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by such Grantor against third parties for past or future infringement of the Trademarks.

"Intellectual Property Licenses" means, with respect to any Grantor, (i) any licenses or other similar rights provided to such Grantor in or with respect to Trademark Collateral owned or

controlled by any other Person, and (ii) any licenses or other similar rights provided to any other Person in or with respect to Trademark Collateral owned or controlled by such Grantor, in each case, including (A) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to such Grantor pursuant to end-user licenses), (B) the license agreements listed on Schedule I, and (C) the right to use any of the licenses or other similar rights described in this definition.

3. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Noteholders or any of them, whether now existing or hereafter arising, including after the commencement of any case with respect to any Grantor under the United States Bankruptcy Code or any similar statute (including the payment of interest, fees, reimbursement obligations, expenses and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case).

4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Noteholders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Power of Attorney. Each Grantor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Collateral Agent four (4) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Collateral Agent's exercise of the rights and remedies granted to Collateral Agent hereunder and under the Security Agreement.

6. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the obligations of any Grantor under this Section, each Grantor hereby authorizes Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. Counterparts. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 16, 17 AND 18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TRUEEX GROUP LLC

By: *Kasen L. O'Connor*
Name: Kasen L. O'Connor
Title: President + Chief Operating Officer

COLLATERAL AGENT:

**ACCEPTED AND ACKNOWLEDGED
BY:**

EAGLE VENTURE CAPITAL I, LLC,
in its capacity as Collateral Agent

By: _____
Name: _____
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006148 FRAME: 0426**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

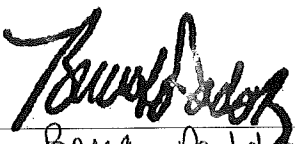
TRUEEX GROUP LLC

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED
BY:

EAGLE VENTURE CAPITAL I, LLC,
in its capacity as Collateral Agent

By: 
Name: Bruce Paddock
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006148 FRAME: 0427

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Type	Description (Title/Mark)	Country	Application Date	Application Serial No.	Registration Date/ Issue Date	Registration No./ Patent No.	Expiration /Renewal Date	Status
trueEX Group LLC	Trademark	tradeON	United States	10/12/2011	85/445,863	3/17/2015	4,704,051	Affidavit of Use due 3/17/2021	Registered: matter transferred to Goodwin Procter
trueEX Group LLC	Trademark	tradeON	WIPO designated in AUS, EU, Japan & Singapore. EU & Sing.: abandoned.	3/30/2012	A0029093	3/30/2012	1120431	Renewal due 3/30/2022	Registered

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Type	Description (Title/Mark)	Country	Application Date	Application Serial No.	Registrati on Date/ Issue Date	Registrati on No./ Patent No.	Expiration /Renewal Date	Status

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses