

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM452840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Appriss Inc.		12/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5311076	NARXCARE	
Registration Number:	5315778	MP	
Registration Number:	5315768	APPRISS	
Registration Number:	5315769	APPRISS	
Registration Number:	5323041		
Registration Number:	4887061	PMP GATEWAY	
Registration Number:	4470595	NARXCHECK	
Registration Number:	4376302	NARXCHECK	
Serial Number:	87388342	RISKCHECKNOW	
Serial Number:	87388289	VINE	
Serial Number:	87388310	VINEMOBILE	
Serial Number:	87388575	ARRESTWATCH	
Serial Number:	87388245		
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		

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Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 337968-142

NAME OF SUBMITTER: Oscar Ruiz

SIGNATURE: /Oscar Ruiz/

DATE SIGNED: 12/01/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2017, is between APPRISS INC., a Delaware corporation (the “Grantor”), in favor of GOLUB CAPITAL MARKETS LLC (f/k/a GCI Capital Markets LLC), a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and assigns, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Amended and Restated Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Amended and Restated Credit Agreement dated as of December 1, 2017 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the “Amended and Restated Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a First Lien Security Agreement dated as of November 21, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “First Lien Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office) owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without

limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the First Lien Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the First Lien Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Security Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the First Lien Security Agreement, the First Lien Security Agreement shall govern.

Upon the occurrence of the Termination Date, the Grantee shall, at Grantor's expense, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

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

APPRISS INC., a Delaware corporation

By: 
Name: Jeffrey Bynal
Title: Chief Financial Officer, Treasurer and
Secretary

Trademark Security Agreement (Appriss)

TRADEMARK
REEL: 006217 FRAME: 0632

Acknowledged:

GOLUB CAPITAL MARKETS LLC,
a Delaware limited liability company, as
Administrative Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

**Schedule 1
to
Trademark Security Agreement**

U.S. TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner
NARXCARE	87388621	3/28/2017	5311076	10/17/2017	Appriss Inc.
MP	87388550	3/28/2017	5315778	10/24/2017	Appriss Inc.
APPRISS	87388193	3/28/2017	5315768	10/24/2017	Appriss Inc.
APPRISS	87388230	3/28/2017	5315769	10/24/2017	Appriss Inc.
DESIGN ONLY	87388273	3/28/2017	5323041	10/31/2017	Appriss Inc.
PMP GATEWAY	86362608	8/11/2014	4887061	1/12/2016	Appriss Inc.
NARXCHECK	85961972	6/17/2013	4470595	1/21/2014	Appriss Inc.
NARXCHECK	85807702	12/20/2012	4376302	7/30/2013	Appriss Inc.

U.S. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner
RISKCHECKN OW	87388342	3/28/17	N/A	N/A	Appriss Inc.
VINE	87388289	3/28/17	N/A	N/A	Appriss Inc.
VINEMOBILE	87388310	3/28/17	N/A	N/A	Appriss Inc.
ARRESTWATC H	87388575	3/28/17	N/A	N/A	Appriss Inc.
DESIGN ONLY	87388245	3/28/17	N/A	N/A	Appriss Inc.