

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SwoopMe, Inc.		01/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87363911	SWOOP	
Serial Number:	87363913	SWOOP	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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>			
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	01/19/2018		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is entered into as of January 17, 2018, by SwoopMe, Inc., a Delaware corporation (the “**Grantor**”) in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent under and as defined in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Grantor is party to an Amended and Restated Security and Pledge Agreement dated as of May 27, 2016 (as amended from time to time, including pursuant to that certain Guaranty Supplement and Joinder Agreement, dated as of January 17, 2018, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Trademarks for which registrations or applications for registration with the United States Patent & Trademark Office are listed on Schedule I attached hereto;
- (b) Goodwill associated with such Trademarks; and
- (c) Proceeds of any and all of the foregoing.

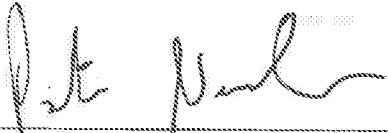
SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

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

SWOOPME, INC.,
as Grantor

By: 
Name: Peter C. Necheles
Title: Secretary, General Counsel

Schedule I

Trademark	App. No.	Filing Date
SWOOP & Design	87/363911	3/8/17
SWOOP & Design	87/363913	3/8/17