

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462173

<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>
Mudlick Holdings, LLC		02/14/2018	Limited Liability Company: DELAWARE
Mudlick Acquisition Corp.		02/14/2018	Corporation: DELAWARE
MM Merger Sub, LLC		02/14/2018	Limited Liability Company: GEORGIA
Mudlick Mail, LLC		02/14/2018	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCF National Bank, as Administrative Agent		
<b>Street Address:</b>	71 S. Wacker Drive, Suite 2110		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4056453	MUDLICK MAIL	
<b>Registration Number:</b>	4073609	MUDLICK MAIL	
<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>Email:</b>	jbleskin@schiffhardin.com		
<b>Correspondent Name:</b>	Jennifer Bleskin		
<b>Address Line 1:</b>	233 S. Wacker Drive, Suite 7100		
<b>Address Line 2:</b>	Schiff Hardin LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Jennifer Bleskin		
<b>SIGNATURE:</b>	/s/ Jennifer Bleskin		
<b>DATE SIGNED:</b>	02/14/2018		

OP \$65.00 4056453

**Total Attachments: 17**

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**PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of February 14, 2018 by Mudlick Holdings, LLC, a Delaware limited liability company ("Holdings"), Mudlick Acquisition Corp., a Delaware corporation ("Parent"), MM Merger Sub, LLC, a Georgia limited liability company ("Merger Sub"), and Mudlick Mail, LLC, a Georgia limited liability company (the "Company"; Holdings, Parent, Merger Sub and the Company are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), in favor of TCF National Bank, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders").

**WITNESSETH:**

**WHEREAS**, Obligors, Administrative Agent and Lenders are parties to that certain Credit Agreement dated as of February 14, 2018 (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

**WHEREAS**, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, each Obligor execute and deliver to Administrative Agent this Agreement;

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

**1. Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

**2. Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Liabilities each Obligor hereby grants to Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications,

together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks;

*provided* that in no event shall the collateral described above include, or the security interest granted under this Section 2 attach to, the Excluded Property (as defined in the Security Agreement).

**3. Restrictions on Future Agreements.** Each Obligor agrees and covenants that until the Liabilities shall have been satisfied in full (other than Unasserted Contingent Indemnification Claims and LC Exposure and Banking Services Liabilities that, in each case, have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Administrative Agent) and the Credit Agreement shall have been terminated, such Obligor will not, without the Administrative Agent's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without the Administrative Agent's prior written consent it will not take any action, or consent to any action to be taken by others, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Administrative Agent under this Agreement. Each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of the Required Lenders thereto unless expressly permitted under the Credit Agreement.

**4. Certain Covenants, Representations and Warranties of each Obligor.** Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses material to such Obligor's business have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Obligor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Permitted Liens; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest; (vii) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Obligor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such

Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

**5. New Patents, Marks, Copyrights and Licenses.** If, before the Liabilities shall have been satisfied in full (other than Unasserted Contingent Indemnification Claims and LC Exposure and Banking Services Liabilities that, in each case, have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Administrative Agent) and the Credit Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, unless such assets constitute Excluded Property (as defined in the Security Agreement), the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Administrative Agent prompt written notice thereof. Each Obligor hereby authorizes Administrative Agent to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Administrative Agent to make any such notation shall not limit or affect the obligations of any Obligor or rights of Administrative Agent, any Lender or the LC Issuer hereunder.

**6. Royalties; Terms.** Each Obligor hereby agrees that the security interest of Administrative Agent, for the benefit of itself and the other Secured Parties, in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges from Administrative Agent to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities (other than Unasserted Contingent Indemnification Claims and LC Exposure and Banking Services Liabilities that, in each case, have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Administrative Agent) and termination of the Credit Agreement.

**7. Inspection.** In accordance with the terms of the Credit Agreement, Administrative Agent or any Lender shall have the right to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Administrative Agent to each Obligor of Administrative Agent's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Administrative Agent, or a conservator appointed by Administrative Agent, shall have the right to establish such additional product quality controls as Administrative Agent or said conservator, in its sole judgment, may deem reasonably necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

**8. Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities (other than Unasserted Contingent Indemnification Claims and LC Exposure and Banking Services Liabilities that, in each case, have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Administrative Agent) and termination of the Credit Agreement, subject to any disposition thereof which may have been made during the existence of a Default by Administrative Agent pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Administrative Agent shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Administrative Agent's security interest granted to Administrative Agent pursuant to this Agreement, subject to any disposition thereof which may have been made during the existence of a Default by Administrative Agent pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Administrative Agent, any Lender or the LC Issuer.

**9. Duties of the Obligors.** Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of the Required Lenders.

**10. Administrative Agent's Right to Sue.** From and after the occurrence and during the continuance of a Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Administrative Agent shall commence any such suit, each Obligor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Administrative Agent in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all reasonable costs and expenses incurred by Administrative Agent in the exercise of its rights under this Section 10.

**11. Waivers.** No course of dealing between any Obligor, Administrative Agent, any Lender or the LC Issuer, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent, any Lender or the LC Issuer, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or

privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**12. Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**13. Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

**14. Further Assurances.** Each Obligor shall execute and deliver to Administrative Agent, at any time or times hereafter at the request of Administrative Agent, all papers (including, without limitation, any as may be deemed reasonably necessary desirable by Administrative Agent for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Administrative Agent), as Administrative Agent may reasonably request, to evidence Administrative Agent's security interest in the Patents, Marks, Copyrights and Licenses and enforce Administrative Agent's rights under this Agreement.

**15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Administrative Agent's, each Lender's and the LC Issuer's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Administrative Agent as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Administrative Agent as reasonably necessary for Administrative Agent in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Administrative Agent deems in good faith to be in the best interest of Administrative Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full (other than Unasserted Contingent Indemnification Claims and LC Exposure and Banking Services Liabilities that, in each case, have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Administrative Agent) and the Credit Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies.



Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases the Administrative Agent, each Lender and the LC Issuer from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Administrative Agent under the powers of attorney granted herein.

**16. Binding Effect; Benefits.** This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Administrative Agent, each Lender, the LC Issuer and their respective successors and permitted assigns.

**17. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

**18. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

**MUDLICK HOLDINGS, LLC**

By: Geoffrey L. Faux, Jr.  
Name: Geoffrey L. Faux, Jr.  
Title: Secretary

**MUDLICK ACQUISITION CORP.**

By: Geoffrey L. Faux, Jr.  
Name: Geoffrey L. Faux, Jr.  
Title: Secretary

**MM MERGER SUB, LLC**

By: Geoffrey L. Faux, Jr.  
Name: Geoffrey L. Faux, Jr.  
Title: Manager

**MUDLICK MAIL, LLC**

By: Geoffrey L. Faux, Jr.  
Name: Geoffrey L. Faux, Jr.  
Title: Secretary

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

**TCF NATIONAL BANK**, as Administrative Agent

By: \_\_\_\_\_  
Name: Scott Nielsen  
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

**MUDLICK HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: Geoffrey L. Faux, Jr.  
Title: Secretary

**MUDLICK ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: Geoffrey L. Faux, Jr.  
Title: Secretary

**MM MERGER SUB, LLC**

By: \_\_\_\_\_  
Name: Geoffrey L. Faux, Jr.  
Title: Manager

**MUDLICK MAIL, LLC**

By: \_\_\_\_\_  
Name: Geoffrey L. Faux, Jr.  
Title: Secretary

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

**TCF NATIONAL BANK, as Administrative Agent**

By: \_\_\_\_\_  
Name: Scott Nielsen  
Title: Vice President

**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

None.

**SCHEDULE B**

**COPYRIGHTS**

None.

## SCHEDULE C

### PATENT AND COPYRIGHT LICENSES

Proprietary Software. Borrower owns or licenses, as applicable, the following proprietary software:

#### Full Throttle

Full Throttle Technologies (“Full Throttle”) is a company the primary business of which is to produce and distribute data acquisition and extraction software. A Full Throttle Data Extraction Tool has been integrated into the Borrower’s proprietary Mudtrax software. The tool allows the Borrower to extract certain location specific data. The Borrower pays \$25 dollars per month per location for which data is extracted. The Borrower has provided Full Throttle’s standard terms and conditions which provide for the license of the software to the Borrower.

#### Mudlick Marketplace

PBM Graphics Inc. (“PBM”), a printer, provides the Mudlick Marketplace platform for automated print/mail processing using a software package called Streamline. This software allows end users to self-serve and place their own print and mail orders, which PBM would then facilitate (orders could not be placed with other printers using this software). PBM and the Borrower split the customers’ payments in accordance with a payout grid. In connection with the use of the Streamline software, PBM registered and maintains the domain name mudlickmarketplace.com. PBM obtained the rights to this domain name via that certain Domain Transfer Agreement, dated as of December 1, 2016, by and between PBM and the Borrower. The Domain Transfer Agreement provides that either party can terminate the agreement upon 30 days’ notice and PBM must then transfer the domain name to the Borrower.

#### Mudtrax

Pursuant to that certain Intellectual Property Assignment Agreement, dated as of February 6, 2018, by and between Kalon Creative and the Borrower and that certain Intellectual Property Assignment, dated as of January 24, 2018, by and between ICN Ventures, Inc. and the Borrower, the Borrower owns all rights related to the Mudtrax software. This software provides a customer dashboard where customers can submit orders and upload images they want to use on their advertisements.

#### Mudlick 360

Pursuant to a Master Reseller Agreement with Solera (f/k/a DME Automotive), the Borrower is granted the right to sell the Solera Red Rocket on-line software application which allows the Borrower’s automotive repair customers to build their own CRM database so that customers can create their own customer retention marketing programs.


**SCHEDULE D**

**TRADEMARKS, SERVICE MARKS**

Tradenames:

1. Mudlick Mail

Trademarks:

Jurisdiction	Mark	Serial No./Reg. No.	Owner	Notes
United States	MUDLICK MAIL	85/298,739 4,056,453	Mudlick Mail, LLC (Georgia LLC) 2487 Cedarcrest Road, Suite 612 Acworth, GA 30101	Status: <b>Registered</b> Filing Date: 04/19/2011 Registration Date: 11/15/2011
United States	MUDLICK MAIL (and Design) 	85/305,226 4,073,609	Mudlick Mail, LLC (Georgia LLC) 2487 Cedarcrest Road, Suite 612 Acworth, GA 30101	Status: <b>Registered</b> Filing Date: 04/26/2011 Registration Date: 12/20/2011

Domain Names:

Domain Name	Registered	Registrar/Owner	Creation Date	Expiration Date
mudtrax.com	Yes	Registrar: GoDaddy.com, LLC  Owner: Mudlick Mail, LLC	08-07-2013	08-07-2019

mudlickmail.com	Yes	Registrar: GoDaddy.com, LLC  Owner: Mudlick Mail, LLC	10-08-2008	10-08-2024
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**SCHEDULE E**

**TRADEMARK LICENSES**

1. The discussion of Proprietary Software in Schedule C is incorporated by reference herein.

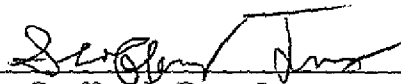
**SPECIAL POWER OF ATTORNEY  
(Patent, Trademark, Copyright and License)**

**KNOW ALL MEN BY THESE PRESENTS**, that Mudlick Holdings, LLC, a Delaware limited liability company ("Holdings"), Mudlick Acquisition Corp., a Delaware corporation ("Parent"), MM Merger Sub, LLC, a Georgia limited liability company ("Merger Sub"), and Mudlick Mail, LLC, a Georgia limited liability company (the "Company"; Holdings, Parent, Merger Sub and the Company are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated February 14, 2018 (the "Collateral Agreement") among Obligors and TCF National Bank, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders"), and the Lenders, each hereby appoints and constitutes Administrative Agent its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:


1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents, copyrights, licenses and trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings reasonably necessary or reasonably advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings reasonably necessary or reasonably advisable in order to effect the purposes described above.

This power of attorney is made pursuant to that certain Credit Agreement, dated as of February 14, 2018, among the Obligors, Lenders and Administrative Agent and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Credit Agreement.

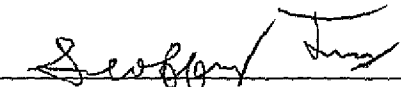
**MUDLICK HOLDINGS, LLC**

By:   
Name: Geoffrey L. Faux, Jr.  
Title: Secretary

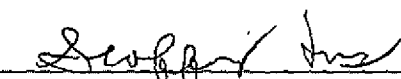
**MUDLICK ACQUISITION CORP.**

By:   
Name: Geoffrey L. Faux, Jr.  
Title: Secretary

**MM MERGER SUB, LLC**

By:   
Name: Geoffrey L. Faux, Jr.  
Title: Manager

**MUDLICK MAIL, LLC**

By:   
Name: Geoffrey L. Faux, Jr.  
Title: Secretary