

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRESHADDRESS, LLC		02/21/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BALANCE POINT CAPITAL PARTNERS II, L.P.		
Street Address:	285 Riverside Avenue, Suite 200		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2473233	@	
Registration Number:	4922936	AUDIENCE CONNECTOR	
Registration Number:	4321142	CHECK. CORRECT. PROTECT.	
Registration Number:	5270255	EMAIL CREATIVE ARCHIVE	
Registration Number:	4514745	EMAILIUM	
Registration Number:	4501872	EMAILTESTBOX	
Registration Number:	4332108	ESPEND SCORE	
Registration Number:	2424913	FRESHADDRESS	
Registration Number:	4812368	LIST GUARD	
Registration Number:	4922777	LIST VETTING	
Registration Number:	4237586	SAFETOSEND	
Registration Number:	4324569	THE EMAIL ADDRESS EXPERTS	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	2149326400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	AARON J. PICKELL		

OP \$315.00 2473233

Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400
Address Line 2: MCGUIREWOODS LLP
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER: 2069107-0017

NAME OF SUBMITTER: Stephanie Hernandez

SIGNATURE: /Stephanie Hernandez/

DATE SIGNED: 02/21/2018

Total Attachments: 4

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THIS SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF THE SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF, AMONG WEBSTER BANK, NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, THE AGENT, AND THE LENDERS, AS ACKNOWLEDGED BY THE OBLIGORS (AS DEFINED THEREIN) (“SUBORDINATION AND INTERCREDITOR AGREEMENT”), WHICH SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **FRESHADDRESS, LLC**, a Delaware limited liability company (the “*Grantor*”), and **BALANCE POINT CAPITAL PARTNERS II, L.P.** (the “*Agent*”) are parties to a Security Agreement, dated as of February 21, 2018 (as amended, supplemented or otherwise modified from time to time, the “*Security Agreement*”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, the Grantor has granted to the Agent a security interest in and to the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Agent a security interest in and to the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the “*Trademark Collateral*”), to secure the prompt payment, performance and observance of the Tranche A Loan Obligations (as such term is defined in the Senior Subordinated Credit Agreement referred to in the Security Agreement):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the “*Trademarks*”);
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

Notwithstanding the foregoing, for clarity, the Trademark Collateral does not include any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein

would impair the validity or enforceability of, or render void or result in the cancellation of, such application or any registration issued as a result of such intent-to-use trademark applications under applicable Law.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Agent's address is: 285 Riverside Avenue, Suite 200, Westport, CT 06880.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of February 21, 2018.

FRESHADDRESS, LLC

By: 

Name: Rodney L. Eshelman III

Title: Vice President

[Signature Page to Grant of Security Interest (Trademarks)]

TRADEMARK
REEL: 006276 FRAME: 0938

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of February 21, 2018

<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
@	2,473,233	July 31, 2001
AUDIENCE CONNECTOR	4,922,936	March 22, 2016
CHECK. CORRECT. PROTECT.	4,321,142	April 16, 2013
EMAIL CREATIVE ARCHIVE	5,270,255	August 22, 2017
EMAILIUM	4,514,745	April 15, 2014
EMAILTESTBOX	4,501,872	March 25, 2014
ESPEND SCORE	4,332,108	May 7, 2013
FRESHADDRESS	2,424,913	January 30, 2001
LIST GUARD	4,812,368	September 15, 2015
LIST VETTING	4,922,777	March 22, 2016
SAFETOSEND	4,237,586	November 6, 2012
THE EMAIL ADDRESS EXPERTS	4,324,569	April 23, 2013