

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RangeMe America LLC		05/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	11175 Cicero Drive		
Internal Address:	Suite 625		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022-1167		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87432304	RANGEME VERIFIED	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8304		
Email:	juan.arias@weil.com		
Correspondent Name:	Ben Lazar		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Ben Lazar - 43003.0003		
NAME OF SUBMITTER:	Ben Lazar		
SIGNATURE:	/Ben Lazar/		
DATE SIGNED:	05/09/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 9, 2018, (this "Agreement"), by RangeMe America LLC, a Delaware limited liability company (the "Grantor") in favor of Antares Capital LP, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of June 15, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of June 15, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among ECRM Finance Sub LLC, a Delaware limited liability company ("Buyer"), which upon effectiveness of the Merger will be merged with and into Efficient Collaborative Retail Marketing Company, LLC, a Delaware limited liability company ("Target" and together with Buyer, the "Borrower"), ECRM Intermediate Holdings LLC, a Delaware limited liability company ("Holdings"), the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and Antares Capital LP, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security

Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RANGEME AMERICA LLC

By: _____

Name:

Title:


Brian Nelson
CFO

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006328 FRAME: 0636

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	USPTO SERIAL NO.	TRADEMARK
RANGEME AMERICA LLC	87432304	RANGEME VERIFIED

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

SCHEDULE III

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RECORDED: 05/09/2018

**TRADEMARK
REEL: 006328 FRAME: 0639**