

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476218

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VALIDITY, INC.		05/31/2018	Corporation: DELAWARE
ORIGIN ADS, LLC		05/31/2018	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TPG SPECIALTY LENDING, INC., as Collateral Agent		
<b>Street Address:</b>	301 Commerce Street #3300		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76102		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87780057	DUPEBLOCKER	
<b>Serial Number:</b>	87780084	DEMANDTOOLS	
<b>Serial Number:</b>	87780126	PEOPLEIMPORT	
<b>Serial Number:</b>	87780206	CRMFUSION	
<b>Registration Number:</b>	4282992	BRITEVERIFY	
<b>Registration Number:</b>	4558411	BRITEFORMS	
<b>Registration Number:</b>	4558410	BRITEFILES	
<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>Phone:</b>	212-318-6532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	Alana Gramer		
<b>Address Line 1:</b>	c/o Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue, 28th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	ALANA GRAMER		

CH \$190.00 87780057

<b>SIGNATURE:</b>	/s/ AG
<b>DATE SIGNED:</b>	05/31/2018
<b>Total Attachments: 5</b> source=03. TPG_Validity - Fully Executed US Trademark Security Agreement#page1.tif source=03. TPG_Validity - Fully Executed US Trademark Security Agreement#page2.tif source=03. TPG_Validity - Fully Executed US Trademark Security Agreement#page3.tif source=03. TPG_Validity - Fully Executed US Trademark Security Agreement#page4.tif source=03. TPG_Validity - Fully Executed US Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 31st day of May, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and TPG SPECIALTY LENDING, INC., as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the “Collateral Agent”). Capitalized terms used but not defined herein shall have the meaning assigned in the US Pledge and Security Agreement dated as of May 31, 2018 (as amended, restated, replaced, supplemented or otherwise modified, the “Security Agreement”), by and among the Grantors named therein and the Collateral Agent.

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark Licenses, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any Excluded Property.

2. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement is a Credit Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN THE FINANCING AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**VALIDITY INC.**, f/k/a CRMfusion, Inc., a corporation formed under the *Ontario Business Corporations Act*

By: PA D  
Name: Paul Deeley, Jr.  
Title: Chief Financial Officer

**ORIGIN ADS, LLC**, d/b/a BriteVerify, a North Carolina limited liability company  
Validity, Inc., its sole member

By: PA D  
Name: Paul Deeley, Jr.  
Title: Chief Financial Officer

[SIGNATURE PAGE TO US TRADEMARK SECURITY AGREEMENT]

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

TPG SPECIALTY LENDING, INC.

By: 

Name: Robert (Bo) Stanley

Title: President

[SIGNATURE PAGE TO US TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 006340 FRAME: 0006

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>
Validity Inc.	US	DUPEBLOCKER	Ser No. 87780057
Validity Inc.	US	DEMANDTOOLS	Ser No. 87780084
Validity Inc.	US	PEOPLEIMPORT	Ser No. 87780126
Validity Inc.	US	CRMFUSION	Ser No. 87780206
Origin Ads, LLC d/b/a BriteVerify	US	BRITEVERIFY	Ser No. 85659085 Reg. No. 4282992
Origin Ads, LLC d/b/a BriteVerify	US	BRITEFORMS	Ser No. 85896361 Reg. No. 4558411
Origin Ads, LLC d/b/a BriteVerify	US	BRITEFILES	Ser No. 85896351 Reg. No. 4558410

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.