

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERIDIANLINK, INC.		05/31/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	DBD Credit Funding LLC		
Street Address:	1345 Avenue of the Americas, 46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5120089	VISIONIQ	
Registration Number:	4938193	XPRESSCOLLECT	
Registration Number:	4790457	LENDINGQB	
Registration Number:	4701515	LEAN LENDING	
Registration Number:	4275926	LOANSPQ	
Registration Number:	4274978	PRICEMYLOAN	
Registration Number:	3823973	XPRESS ACCOUNTS	
Registration Number:	3788914	CREDITAPI	
Registration Number:	3766634	MERIDIANLINK	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	704-444-1124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		

CH \$240.00 5120089

SIGNATURE:	/Elaine B. Hunt/
DATE SIGNED:	06/01/2018
Total Attachments: 6 source=dbd credit funding#page1.tif source=dbd credit funding#page2.tif source=dbd credit funding#page3.tif source=dbd credit funding#page4.tif source=dbd credit funding#page5.tif source=dbd credit funding#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of May 31, 2018, is made by the Person listed on the signature pages hereof (the “**Grantor**”) in favor of DBD Credit Funding LLC (“**Fortress**”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Project Angel Intermediate Holdings, LLC, a Delaware limited liability company (“**Holdings**”), Project Angel Holdings, LLC, a Delaware corporation (“**Initial Borrower**”), MeridianLink, Inc., a California Corporation (“**ML Target**” and collectively with Initial Borrower, each a “**Borrower**” and collectively, the “**Borrowers**”), each lender from time to time party hereto (collectively, the “**Lenders**” and individually, a “**Lender**”), and Fortress, as administrative agent and Collateral Agent, entered into that certain Second Lien Credit Agreement dated as of May 31, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, the Grantor has executed and delivered that certain Second Lien Security Agreement dated as of May 31, 2018, made by the grantors party thereto from time to time (the “**Grantors**”) to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “**Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “**Trademarks**”);
- (iii) the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided

by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this IP Security Agreement are expressly subject and subordinate to the lien and security interest granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement) and (ii) the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Page Follows]

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

MERIDIANLINK, INC.

By 
Name: Chad Martin
Title: Chief Financial Officer

[Signature Page to Second Lien Intellectual Property Security Agreement (ML)]

TRADEMARK
REEL: 006340 FRAME: 0600

**Schedule A to the
Intellectual Property
Security Agreement**

PATENTS

None.

Schedule A

**TRADEMARK
REEL: 006340 FRAME: 0601**

**Schedule B to the
Intellectual Property
Security Agreement**

Mark	Jurisdiction	Application No./ Filing Date	Registration No./ Registration Date	Status	Grantor
VISIONIQ	US	86570050/ 19-MAR-2015	5120089/ 10-JAN-2017	Active	MeridianLink, Inc.
XPRESSCOLLECT	US	86569966/ 19-MAR-2015	4938193/ 12-APR-2016	Active	MeridianLink, Inc.
LENDINGQB	US	86492820/ 30-DEC-2014	4790457/ 11-AUG-2015	Active	MeridianLink, Inc. (d/b/a LendingQB)
LEAN LENDING	US	85937484/ 20-MAY-2013	4701515/ 10-MAR-2015	Active	MeridianLink, Inc.
LOANSPQ	US	85711956/ 24-AUG-2012	4275926/ 15-JAN-2013	Active	MeridianLink, Inc.
PRICEMYLOAN	US	85632158/ 22- MAY-2012	4274978/ 15-JAN-2013	Active	MeridianLink, Inc.
XPRESS ACCOUNTS	US	77784243/ 18-JUL-2009	3823973/ 27-JUL-2010	Active	MeridianLink, Inc.
CREDITAPI	US	77784246/ 18-JUL-2009	3788914/ 11-MAY-2010	Active	MeridianLink, Inc.
MERIDIANLINK	US	77783255/ 17-JUL-2009	3766634/ 30-MAR-2010	Active	MeridianLink, Inc.

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None.