

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
mTAB LLC		05/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WOODFOREST NATIONAL BANK		
Street Address:	865 SOUTH FIGUEROA STREET		
Internal Address:	SUITE 3300		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86783924	MIQ	
Serial Number:	76376119	AUDITHOST	
Serial Number:	75549546	MTAB	
Serial Number:	73768571	MTAB	
Serial Number:	75546734	MSITE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8446		
Email:	vickie.lee@kattenlaw.com		
Correspondent Name:	VICKIE LEE c/o KATTEN MUCHIN ROSENMAN		
Address Line 1:	525 W. MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661-3693		
NAME OF SUBMITTER:	VICKIE LEE		
SIGNATURE:	/VICKIE LEE/		
DATE SIGNED:	06/06/2018		

CH \$140.00 86783924

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of **May 31, 2018** (the “**Effective Date**”) by mTAB LLC, a Delaware limited liability company (“**Grantor**”) in favor of Woodforest National Bank (the “**Lender**”) (as defined in the Credit Agreement or the Guarantee and Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to (i) that certain Guarantee and Security Agreement, dated as of May 31, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), among the Grantor, certain other grantors party thereto, and the Lender and (ii) that certain Credit Agreement, dated as of May 31, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), between mTAB Acquisition LLC, a Delaware limited liability company, and the Lender; and

WHEREAS, under the terms of the Guarantee and Security Agreement, Grantor has (i) as collateral security for the Obligations, granted to the Lender a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor and the Lender agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, Grantor hereby grants to the Lender a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) (1) all trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, trade dress, designs, logos and other source or business identifiers which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the trademark registrations and applications listed on **Schedule 1**, (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding thereto throughout the world, and (5) renewals and proceeds of any of the foregoing (collectively, the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any “intent to use” Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such “intent to use” Trademark application matures into an “actual use” Trademark application by Grantor’s receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an “Amendment to Alleged Use” or “Statement of Use,” such “intent to use” Trademark application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such “actual use” Trademark application.

Section 3. Recordation. Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government office record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

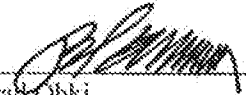
Section 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.


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IN WITNESS WHEREOF, Grantor and the Lender have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

MTAB LLC,
a Delaware limited liability company

By: 
Name: Brad Ohki
Title: Vice President and Treasurer

WOODFOREST NATIONAL BANK, as Lender

By: 
Name: Jason Peather
Title: SVP

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

#	Mark	Serial No.	App. Date	Reg. No.	Reg. Date	Status of Mark	Owner/Applicant
1.	mIQ (block letters)	86783924	10-09-2015	5046909	09-20-2016	Registered	mTAB LLC
2.	Audithost (word only)	76376119	02-27-2002	2938556	04-05-2005	Cancelled	mTAB LLC
3.	mTAB (stylized letters)	75549546	09-08-1998	2287834	10-19-1999	Renewed (Registered)	mTAB LLC
4.	MTAB	73768571	12-09-1988	1548122	07-18-1989	Cancelled	mTAB LLC
5.	mSite	75546734	09-02-1998	2356178	06-06-2000	Cancelled	mTAB LLC