

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ExactBid, LLC		06/01/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N Tryon St.		
Internal Address:	Mail Code: NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3770405	RIMSCENTRAL	
Registration Number:	3834225	EBI	
Registration Number:	3834224	RIMS	
Registration Number:	3770404	EXACTBID	
Serial Number:	87651656	EB ORIGIN	
Serial Number:	87502507	EB VISION	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F177457 ExactBid TM IPSA		
NAME OF SUBMITTER:	Sonya Jackman		

OP \$165.00 3770405

SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	06/08/2018
Total Attachments: 5 source=Trademark Security Agreement - ExactBid#page2.tif source=Trademark Security Agreement - ExactBid#page3.tif source=Trademark Security Agreement - ExactBid#page4.tif source=Trademark Security Agreement - ExactBid#page5.tif source=Trademark Security Agreement - ExactBid#page6.tif	

TRADEMARK SECURITY AGREEMENT dated as of June 1, 2018 (this "Agreement"), among ExactBid, LLC (the "Grantor") and Bank of America, N.A., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of June 1, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DUFFLE INTERMEDIATE HOLDINGS, L.P., a Delaware limited partnership, as a Holdings Entity, DUFFLE GP SUB, L.L.C., a Delaware limited liability company, as a Holdings Entity, DUFFLE INTERMEDIATE, L.P., a Delaware limited partnership, as the Borrower, the Lenders party thereto and the Collateral Agent (b) the Collateral Agreement dated as of June 1, 2018 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Holdings Entities, the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Secured Parties to make extensions of credit and as consideration for such extensions of credit previously issued. Accordingly, 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral"). Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

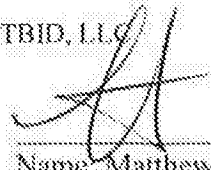
SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of this page intentionally left blank]

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

EXACTBID, LLC

By:



Name: Matthew Cotter

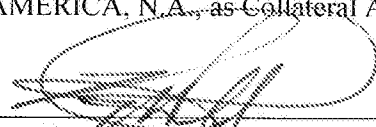
Title: Chief Executive Officer

{Project Duffie/Backpack – Trademark Security Agreement Signature Page}

TRADEMARK
REEL: 006349 FRAME: 0576

BANK OF AMERICA, N.A., as Collateral Agent

By:



Name: Henry Pennell
Title: Vice President

Trademark	Registration/Serial No.	Registered Owner
EB ORIGIN	87651656	ExactBid, LLC
EB VISION	87502507	ExactBid, LLC
RIMSCENTRAL	3770405	ExactBid, LLC
EBI	3834225	ExactBid, LLC
RIMS	3834224	ExactBid, LLC
EXACTBID	3770404	ExactBid, LLC