

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BrandFX, LLC		06/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ironwood Mezzanine Fund IV LP		
Street Address:	45 Nod Road, Suite 2		
Internal Address:	Attn: Alex Levental		
City:	Avon		
State/Country:	CONNECTICUT		
Postal Code:	06001-3819		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85216608	WORKPOD	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	617-239-0567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla Hines		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
NAME OF SUBMITTER:	Carla Hines		
SIGNATURE:	/s/ Carla Hines		
DATE SIGNED:	06/19/2018		
Total Attachments: 5			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST HEREIN GRANTED, AND THE EXERCISE OF RIGHTS AND REMEDIES BY AGENT AND PURCHASERS HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF EVEN DATE HERewith (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG BRANDFX, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS BORROWER, SUCH OTHER PERSONS WHO MAY BECOME GRANTORS THEREUNDER, CIBC BANK USA, AS SENIOR AGENT, IRONWOOD MEZZANINE FUND IV LP, IRONWOOD MEZZANINE FUND IV-A LP, AND IRONWOOD MEZZANINE FUND IV-B LP, AS SUBORDINATE PURCHASERS, IRONWOOD MEZZANINE FUND IV LP, AS SUBORDINATE AGENT, AND CIBC BANK USA, AS CONTROL AGENT. 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.

SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT

THIS SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of June 1, 2018, and is by BrandFX, LLC, a Delaware limited liability company ("Grantor"), in favor of Ironwood Mezzanine Fund IV LP, as collateral agent (in such capacity, "Agent") for itself and the other Purchasers (defined below).

RECITALS

A. Ironwood Mezzanine Fund IV LP, Ironwood Mezzanine Fund IV-A LP, and Ironwood Mezzanine Fund IV-B LP, each a Delaware limited partnership, as purchasers (in such capacity, collectively, the "Purchasers"), Agent, and Grantor have entered into a Senior Subordinated Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), pursuant to which the Purchasers may now or hereafter extend credit to or for the account of Grantor.

A. Pursuant to the terms of the Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), Grantor has granted to Agent a continuing security interest in and lien upon all of its Intellectual Property, including all Trademarks (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

B. Pursuant to the Note Purchase Agreement and the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Agent this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Guaranty and Collateral Agreement or, if not defined therein, as defined in the Note Purchase Agreement.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Note Purchase Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Agent, for the benefit of the Purchasers, a continuing security interest in and lien upon all of Grantor's right, title and interest in, to, and under the following (collectively referred to as the "Trademark Collateral"), whether presently

existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

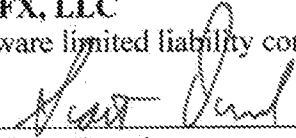
- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1. Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office (“PTO”) on the basis of any Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for the benefit of the Purchaser, pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interests in and liens upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[Signature pages follow.]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BrandFX, LLC
a Delaware limited liability company

By:  _____

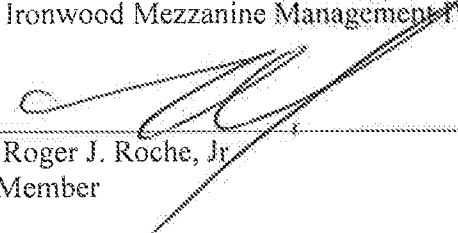
Name: Scott Donahue

Title: Chief Financial Officer

Acknowledged:

Ironwood Mezzanine Fund IV LP, as Agent

By: Ironwood Mezzanine Management IV LLC, its General Partner

By 
Name: Roger J. Roche, Jr.
Title: Member

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks

Mark	Serial No.	Registration No.	Registration Date	Country
WORKPOD	85216608	4226393	Oct. 16, 2012	United States

Pending Trademark Applications

None.

Trademark Licenses

None.