

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481677

<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>
Upserve, Inc.		07/12/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital Markets LLC		
<b>Street Address:</b>	150 S. Wacker Dr., Suite 800		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85295815	BREADCRUMB	
<b>Serial Number:</b>	85932244	BREADCRUMB	
<b>Serial Number:</b>	86577936	BREADCRUMB LIVE	
<b>Serial Number:</b>	86968808		
<b>Serial Number:</b>	85021793	SWIPELY	
<b>Serial Number:</b>	86918493	UPSERVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134522329		
<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>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	555 South Flower Street, 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	1182886-0031-S216		
<b>NAME OF SUBMITTER:</b>	Justine Lu		
<b>SIGNATURE:</b>	/Justine Lu/		
<b>DATE SIGNED:</b>	07/12/2018		

CH \$165.00 85295815

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of July 12, 2018 (this “Trademark Security Agreement”), is made by the signatory hereto listed under “Pledgor” (the “Pledgor”), in favor of Golub Capital Markets LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of July 12, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Upserve, Inc., a Delaware corporation (the “Borrower”), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all of the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a first priority Lien on and security interest in (subject to Permitted Liens) and to all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; (iv) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof or unfair competition therewith, (v) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof or unfair competition therewith, and (vi) rights, priorities and privileges corresponding thereto throughout the world; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, the Trademark Collateral excludes, and no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent-to-use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed with the USPTO, to the extent, if any, that, and solely during the period, if any, in which the grant of security interest therein would impair the validity or enforceability of such "intent-to-use" Trademark application or any registration issuing therefrom.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

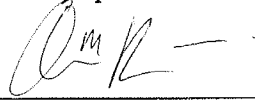
SECTION 6. Governing Law. The terms of Section 10.09 and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PLEDGOR:**

**UPSERVE, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_

Name: Angus Davis

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**GOLUB CAPITAL MARKETS LLC,**  
as Collateral Agent

By: 

Name: Robert G. Tuchscherer


Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	File Number (FIP ID)	Status Sub-Status	Serial No. Filing Date	Reg. No. Reg. Date
BREADCRUMB	Australia	107912-T-017  (129087)	Registered	1449960  9/22/11	1449960  6/13/12
BREADCRUMB	Canada	107912-T-011  (129081)	Registered	1,544,434  9/21/11	929600  2/22/16
BREADCRUMB	China	107912-T-016  (129086)	Registered	12642471  5/24/13	12642471  10/21/14
BREADCRUMB	China	107912-T-015  (129085)	Registered	12642472  5/24/13	12642472  10/21/14
BREADCRUMB	China	107912-T-014  (129084)	Registered	12642473  5/24/13	12642473  10/21/14
BREADCRUMB	China	107912-T-013  (129083)	Registered	12642474  5/24/13	12642474  10/21/14
BREADCRUMB	European Union	107912-T-018  (129088)	Registered	10291151  9/26/11	10291151  2/29/12
BREADCRUMB	European Union	107912-T-019	Registered	12287447	12287447

Mark	Country	File Number (FIP ID)	Status Sub-Status	Serial No. Filing Date	Reg. No. Reg. Date
		(129089)		11/7/13	4/1/14
BREADCRUMB	United States of America	107912-T-008 (129078)	Registered	85/295,815 4/14/11	4172705 7/10/12
BREADCRUMB	United States of America	107912-T-009 (129079)	Registered	85/932,244 5/14/13	4773360 7/14/15
BREADCRUMB LIVE	United States of America	107912-T-010 (129080)	Registered	86/577,936 3/26/15	4912425 3/8/16
Knife & Wine Glass Design  	United States of America	107912-T-006 (122219)	Allowed	86/968,808 4/8/16	
SWIPELY	United States of America	107912-T-001 (92471)	Registered	85/021,793 4/23/10	4584645 8/12/14
UPSERVE	United States of America	107912-T-003 (120970)	Allowed	86/918,493 2/24/16	