

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483053

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SHOPVISIBLE, LLC		07/23/2018	Limited Liability Company: GEORGIA
APTOS, INC.		07/23/2018	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	BANK: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1371037	APROPOS	
<b>Registration Number:</b>	1970981	APROPOS	
<b>Registration Number:</b>	4976588	APTOS	
<b>Registration Number:</b>	4976589	APTOS	
<b>Registration Number:</b>	3481063	CRS RETAILSTORE	
<b>Registration Number:</b>	4834836	SHOPVISIBLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-318-6532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	Alana Gramer		
<b>Address Line 1:</b>	c/o Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue, 28th Floor		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	ALANA GRAMER		

CH \$165.00 1371037

<b>SIGNATURE:</b>	/s/ AG
<b>DATE SIGNED:</b>	07/23/2018
<b>Total Attachments: 6</b> source=Aptos - Second Lien Trademark Security Agreement (Executed)(136446876_1)#page1.tif source=Aptos - Second Lien Trademark Security Agreement (Executed)(136446876_1)#page2.tif source=Aptos - Second Lien Trademark Security Agreement (Executed)(136446876_1)#page3.tif source=Aptos - Second Lien Trademark Security Agreement (Executed)(136446876_1)#page4.tif source=Aptos - Second Lien Trademark Security Agreement (Executed)(136446876_1)#page5.tif source=Aptos - Second Lien Trademark Security Agreement (Executed)(136446876_1)#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated July 23, 2018, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("Credit Suisse"), as Second Lien Collateral Agent (the "Second Lien Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, APTOS, INC., a New York corporation (the "Borrower Representative"), APTOS CANADA INC. a limited company organized under the laws of Nova Scotia, Canada (the "Canadian Borrower"), and together with the Borrower Representative, the "Borrowers" and each a "Borrower"), APTOS HOLDING (US) 2, INC., a Delaware corporation ("U.S. Holdings"), APTOS UK HOLDING NO. 2 LIMITED, a company organized under the laws of England and Wales ("UK Holdings" and together with U.S. Holdings, the "Holding Companies" and each a "Holding Company"), Credit Suisse, as Administrative Agent and Second Lien Collateral Agent, each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and each other party thereto have entered into the Second Lien Credit Agreement dated as of July 23, 2018 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"), in each case, other than Excluded Property:

- (a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Second Lien Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures,

Exhibit II-1

as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

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 Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark 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 Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Second Lien 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 between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

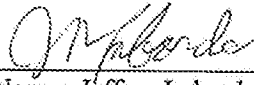
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

[Signature Pages Follow]

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

SHOPVISIBLE, LLC

By:   
Name: Jeffrey Laborde  
Title: Treasurer


Jurisdiction of Formation: Georgia  
Address of Chief Executive Office:  
945 East Paces Ferry Road, Suite 2500,  
Atlanta, GA 30326

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006388 FRAME: 0653**

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

APTOS, INC.  
as Initial Grantor

By:   
Name: Jeffrey Laborde  
Title: Treasurer

Jurisdiction of Formation: New York  
Address of Chief Executive Office:  
945 East Paces Ferry Road, Suite 2500,  
Atlanta, GA 30326

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH,  
as Collateral Agent

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

Name:  
Title:

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

Name:  
Title:

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006388 FRAME: 0654**

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

APTOS, INC.,  
as Initial Grantor

By: \_\_\_\_\_  
Name:  
Title:

Jurisdiction of Formation:  
Address Of Chief Executive Office:

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name: Mikhail Faybusovich  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name: Andrew Griffin  
Title: Authorized Signatory

SCHEDULE A

**TRADEMARKS**

United States Trademark Applications and Registrations

<b>Owner</b>	<b>Mark</b>	<b>Country</b>	<b>App/Reg. No. App/Reg. Date</b>	<b>Status</b>
Aptos, Inc.	APROPOS	U.S.	1371037 11/19/1985	Registered
Aptos, Inc.	APROPOS	U.S.	1970981 04/30/1996	Registered
Aptos, Inc.	APTOS	U.S.	4976588 06/14/2016	Registered
Aptos, Inc.	APTOS	U.S.	4976589 06/14/2016	Registered
Aptos, Inc.	APTOS	Canada	TMA966,797	Registered
Aptos, Inc.	<b>aptôs</b>	Canada	TMA966,784	Registered
Aptos, Inc.	CRS RETAILSTORE	U.S.	3481063 08/05/2008	Registered
ShopVisible, LLC	SHOPVISIBLE	U.S.	4834836 10/20/2015	Registered