

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM495536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Excentus Corporation		05/14/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	2367234	DIGITAL REWARDS	
Registration Number:	3001098	REWARD MARKETPLACE	
Registration Number:	2956763	FUEL REWARDS	
Registration Number:	3269098	EXCENTUS	
Registration Number:	3459361	X	
Registration Number:	3545135	EXCENTUS	
Registration Number:	3320161	FUELING CUSTOMER REWARDS	
Registration Number:	3280722	GAS PERKS	
Registration Number:	4070922	EXCLUSIVE CONNECTION\$	
Registration Number:	3760001	REWARD LINK	
Registration Number:	4358387	FUEL REWARDS NETWORK	
Registration Number:	4104400	EXCLUSIVE CONNECTION\$	
Registration Number:	4069881	LOYALTY ACCELERATOR PROGRAM	
Registration Number:	4269244	FR	
Registration Number:	4269246	FRN	
Registration Number:	4194514	CENTEGO	
Registration Number:	4968980	SHOP EARN FUEL SAVE	
Registration Number:	4565212	IT JUST MAKES CENTS	
Registration Number:	4616048	PROMO MARKETPLACE	

CH \$990.00 2367234

Property Type	Number	Word Mark
Registration Number:	5088508	FR
Registration Number:	5273624	FR FUEL REWARDS
Registration Number:	5428987	FR FUEL REWARDS
Registration Number:	5144956	FR FUEL REWARDS
Registration Number:	5144129	FUEL REWARDS
Registration Number:	5106827	FUEL REWARDS
Serial Number:	86430534	FR
Serial Number:	86430382	FR FUEL REWARDS
Serial Number:	86446623	FUELING LIFE'S REWARDS
Serial Number:	87379239	EXCENTUS
Serial Number:	87425897	EXCENTUS
Serial Number:	87427806	EXCENTUS
Serial Number:	87427759	EXCENTUS
Serial Number:	87545504	PUNCHOUT
Serial Number:	87615370	P
Serial Number:	87620620	P
Serial Number:	87620630	P PUNCHOUT
Serial Number:	87620635	P PUNCHOUT
Serial Number:	87658953	EXCENTUS
Serial Number:	87658943	EXCENTUS

CORRESPONDENCE DATA

Fax Number: 3105572193

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.

Phone: 310.284.4546

Email: ypan@proskauer.com

Correspondent Name: Christine Bae

Address Line 1: Proskauer Rose LLP

Address Line 2: 2049 Century Park East, Suite 3200

Address Line 4: Los Angeles, CALIFORNIA 90067-3206

ATTORNEY DOCKET NUMBER:	11668-264
NAME OF SUBMITTER:	Christine Bae
SIGNATURE:	/Christine Bae/
DATE SIGNED:	10/23/2018

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, modified, restated or supplemented from time to time in accordance with the terms hereof and the Credit Agreement referred to below, this “*Agreement*”), dated as of May 14, 2018, is made by each of the entities listed on the signature pages hereof (each, a “*Grantor*” and collectively, the “*Grantors*”), in favor of ARES CAPITAL CORPORATION, as administrative agent (in such capacity, together with its successors and permitted assigns, “*Administrative Agent*”) for the Lenders from time to time party to the Credit Agreement referred to below and the other holders of Secured Obligations.

W I T N E S S E T H:

WHEREAS, PEACHTREE MERGER SUB, INC., a Delaware corporation (the “*Initial Borrower*”), PDI TA HOLDINGS, INC., a Delaware corporation (immediately after consummation of the Closing Date Merger, the “*Successor Borrower*”), the Guarantors from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto are parties to a Second Lien Credit and Guaranty Agreement dated as of August 25, 2017 and as further amended by the First Amendment to Second Lien Credit and Guaranty Agreement and Incremental Facility Amendment dated as of April 11, 2018 (as amended, modified, restated or supplemented from time to time, the “*Credit Agreement*”), pursuant to which the Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower.

WHEREAS, Administrative Agent and Lenders are willing to extend credit and make certain other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent for the benefit of the Secured Creditors (a) that certain Second Lien Security Agreement dated as of August 25, 2017 (as amended, modified, restated or supplemented from time to time in accordance with the terms thereof and the Credit Agreement, the “*Security Agreement*”) among the Grantors, the other Debtors party thereto and the Administrative Agent and (b) this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term “*Trademarks*” shall mean all rights, title and interests in or relating to trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, print and labels of each Grantor on which any of the foregoing have appeared or appear and, in each case, all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith (other than an “intent to use” application unless and until a verified “Statement of Use” or “Amendment to Allege Use” with respect thereto is filed with the United States Patent and Trademark Office with respect to such application) .

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the Secured Obligations, each Grantor hereby grants to Administrative Agent a continuing second priority security interest (subject only to Liens permitted to be prior under the Credit Agreement) in all of its right, title and interest in, to and under the following (other than any Excluded Assets), whether presently existing or hereafter created or acquired (collectively, but after excluding any Excluded Assets, the “*Trademark Collateral*”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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 of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Each Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by such Grantor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns under the Credit Agreement.


7. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

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

GRANTOR:

EXCENTUS CORPORATION,
a Texas corporation


By 
Name: Doug Owens
Title: Secretary and Treasurer

[Signature page to Second Lien Trademark Security Agreement -- Excentus Corporation]

TRADEMARK
REEL: 006467 FRAME: 0666

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION, as Administrative
Agent





By  _____
Name Ian Fitzgerald
Title _____
Authorized Signatory


[Signature page to Second Lien Trademark Security Agreement-Excentus Corporation]

TRADEMARK
REEL: 006467 FRAME: 0667

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

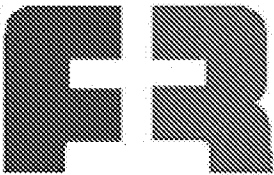





TRADEMARK REGISTRATIONS

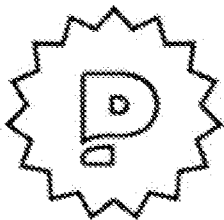
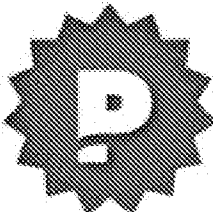
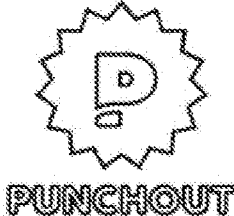



Grantor	Trademark	Registration Number	Registration Date
Excentus Corporation	DIGITAL REWARDS	2367234	07/11/00
Excentus Corporation	REWARD MARKETPLACE	3001098	09/27/15
Excentus Corporation	FUEL REWARDS	2956763	05/31/05
Excentus Corporation	EXCENTUS	3269098	07/24/07
Excentus Corporation	X & DESIGN 	3459361	07/01/08
Excentus Corporation	EXCENTUS	3545135	12/09/08
Excentus Corporation	FUELING CUSTOMER REWARDS	3320161	10/23/07
Excentus Corporation	GAS PERKS	3280722	08/14/07
Excentus Corporation	EXCLUSIVE CONNECTIONS	4070922	12/13/11
Excentus Corporation	REWARD LINK	3760001	03/16/10
Excentus Corporation	FUEL REWARDS NETWORK	4358387	06/25/13
Excentus Corporation	EXCLUSIVE CONNECTIONS & DESIGN 	4104400	02/28/12
Excentus Corporation	LOYALTY ACCELERATOR PROGRAM & DESIGN 	4069881	12/13/11
Excentus Corporation	FR & DESIGN 	4269244	01/01/13
Excentus Corporation	FRN	4269246	01/01/13

Grantor	Trademark	Registration Number	Registration Date
Excentus Corporation	CENTEGO	4194514	08/21/12
Excentus Corporation	SHOP EARN FUEL SAVE	4968980	05/31/16
Excentus Corporation	IT JUST MAKES CENTS	4565212	07/08/14
Excentus Corporation	PROMO MARKETPLACE & DESIGN 	4616048	10/07/14
Excentus Corporation	FR (STYLIZED) 	5088508	11/22/16
Excentus Corporation	FR FUEL REWARDS (STYLIZED) 	5273624	08/29/17
Excentus Corporation	FR FUEL REWARDS (STYLIZED) 	5428987	03/20/18
Excentus Corporation	FR FUEL REWARDS (STYLIZED) 	5144956	02/21/17
Excentus Corporation	FUEL REWARDS	5144129	02/21/17
Excentus Corporation	FUEL REWARDS	5106827	12/20/16

TRADEMARK APPLICATIONS

Grantor	Trademark	Application Number	Application Date/Status
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Grantor	Trademark	Application Number	Application Date/Status
Excentus Corporation	FR (STYLIZED) 	86430534	Allowed – Intent to use 4 th Extension of Time Granted 12/28/17
Excentus Corporation	FR FUEL REWARDS (STYLIZED) 	86430382	Allowed – Intent to use 1 st Extension of Time Granted 02/10/18
Excentus Corporation	FUELING LIFE'S REWARDS	86446623	Allowed – Intent to Use 4 th Extension of Time Granted 12/21/17
Excentus Corporation	EXCENTUS & DESIGN 	87379239	Allowed – Intent to Use Notice of Allowance Issued 09/26/17
Excentus Corporation	EXCENTUS & DESIGN  EXCENTUS	87425897	Allowed – Intent to Use Notice of Allowance Issued 01/16/18
Excentus Corporation	EXCENTUS & DESIGN  EXCENTUS	87427806	Allowed – Intent to Use Notice of Allowance Issued 09/26/17
Excentus Corporation	EXCENTUS & DESIGN  EXCENTUS	87427759	Allowed – Intent to Use Notice of Allowance Issued 09/26/17
Excentus Corporation	PUNCHOUT	87545504	Pending – 10/31/17

Grantor	Trademark	Application Number	Application Date/Status
Excentus Corporation	P & DESIGN 	87615370	Pending – 10/30/17
Excentus Corporation	P & DESIGN 	87620620	Pending – 10/30/17
Excentus Corporation	P PUNCHOUT & DESIGN 	87620630	Pending – 10/30/17
Excentus Corporation	P PUNCHOUT & DESIGN 	87620635	Pending – 10/30/17
Excentus Corporation	EXCENTUS & DESIGN 	87658953	10/25/17
Excentus Corporation	EXCENTUS & DESIGN 	87658943	10/25/17