

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497434

| | | | |
|---|---------------------------------------|----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Interest in Trademark Rights | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Acquiom Holdings LLC | | 11/08/2018 | Limited Liability Company: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | THL Corporate Finance, Inc. | | |
| Street Address: | 100 Federal Street, 31st Floor | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02110 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5439662 | COMPORT | |
| Registration Number: | 5454928 | MARKETSTANDARD | |
| Registration Number: | 5329225 | ESCROWUP | |
| Registration Number: | 5354743 | SRS ACQUIOM | |
| Registration Number: | 5354744 | SRS ACQUIOM | |
| Registration Number: | 5439663 | SRS ACQUIOM COMPORT | |
| Registration Number: | 5454927 | SRS ACQUIOM MARKETSTANDARD | |
| Serial Number: | 87843073 | ELEVATE YOUR GAIN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 12123186565 | | |
| Email: | emilycollins@paulhastings.com | | |
| Correspondent Name: | Emily Collins | | |
| Address Line 1: | c/o Paul Hastings LLP | | |
| Address Line 2: | 200 Park Avenue | | |
| Address Line 4: | New York, NEW YORK 10166 | | |
| NAME OF SUBMITTER: | Emily Collins | | |

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| | |
|--|-------------------|
| SIGNATURE: | /s/ Emily Collins |
| DATE SIGNED: | 11/08/2018 |
| Total Attachments: 5 source=Seldom - Grant of Security Interest in Trademarks - Acquiom Holdings LLC#page1.tif source=Seldom - Grant of Security Interest in Trademarks - Acquiom Holdings LLC#page2.tif source=Seldom - Grant of Security Interest in Trademarks - Acquiom Holdings LLC#page3.tif source=Seldom - Grant of Security Interest in Trademarks - Acquiom Holdings LLC#page4.tif source=Seldom - Grant of Security Interest in Trademarks - Acquiom Holdings LLC#page5.tif | |

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of November 8, 2018 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of THL Corporate Finance, a Delaware corporation (“*THL*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among SRS Acquiom Holdings LLC, a Delaware limited liability company (“*Borrower*”), SRS Acquiom Inc., a Delaware corporation (“*Holdings*”), as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and THL, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of Grantor have executed and delivered the Security Pledge Agreement, dated as of the date hereof, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

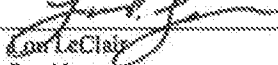
SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

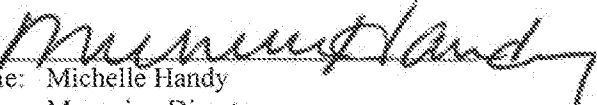
ACQUIOM HOLDINGS LLC,
a Colorado limited liability company,

By: 
Name: Carl LeClair
Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED:

THL CORPORATE FINANCE, INC.,
as Collateral Agent

By: 
Name: Michelle Handy
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. Registered Trademarks

| <u>Registration No.</u> | <u>Owner</u> | <u>Jurisdiction</u> | <u>Mark</u> | <u>Registration Date</u> |
|-------------------------|----------------------|---------------------|----------------------------|--------------------------|
| 5439662 | Acquiom Holdings LLC | United States | COMPORT | 4/3/18 |
| 5454928 | Acquiom Holdings LLC | United States | MARKETSTANDARD | 4/24/18 |
| 5329225 | Acquiom Holdings LLC | United States | ESCROWUP Logo | 11/7/17 |
| 5354743 | Acquiom Holdings LLC | United States | SRS ACQUIOM | 12/12/17 |
| 5354744 | Acquiom Holdings LLC | United States | SRS ACQUIOM Logo | 12/12/17 |
| 5439663 | Acquiom Holdings LLC | United States | SRS ACQUIOM COMPORT | 4/3/18 |
| 5454927 | Acquiom Holdings LLC | United States | SRS ACQUIOM MARKETSTANDARD | 4/24/18 |

Pending Trademark Applications

| <u>Application Serial No.</u> | <u>Owner</u> | <u>Jurisdiction</u> | <u>Mark</u> | <u>Filing Date</u> |
|-------------------------------|----------------------|---------------------|-------------------|--------------------|
| 87843073 | Acquiom Holdings LLC | United States | ELEVATE YOUR GAIN | 3/21/18 |