

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492291

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ease, Inc.		07/17/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stonegate Asset Company I, LLC		
<b>Street Address:</b>	125 S. Clark Street, 17th Floor		
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2359998	EASEWORKS	
<b>Registration Number:</b>	2629129	RETAILEASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>	619-699-2700		
<b>Email:</b>	susan.reynolds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street, Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	10/02/2018		
<b>Total Attachments: 4</b>			
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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

July 17, 2018

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, EASE, INC., a California corporation (“Grantor”), having its principal office at 27271 Las Ramblas, Suite 250, Mission Viejo, CA 92691, hereby grants to STONEGATE ASSET COMPANY I, LLC, a Delaware limited liability company (“Grantee”) a security interest in any trademark and servicemark rights, whether registered or not, applications to register (other than pending applications filed based on an intent to use a trademark or servicemark) and registrations of the same and like protections, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Marks”), (b) all proceeds and products of each Mark, (c) the goodwill of the businesses with which each Mark is associated and (d) all causes of action arising prior to or after the date hereof for infringement of each Mark or unfair competition regarding the same.

This Grant is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, Grantee and the other parties thereto. Upon termination of the Credit Agreement, Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor’s request and at Grantor’s expense, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement (as defined in the Credit Agreement). The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

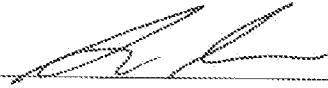
This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date set forth above.

GRANTOR:

EASE, INC.

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

Name: Suken Shah \_\_\_\_\_

Title: Vice President \_\_\_\_\_

GRANTEE:

STONEGATE ASSET COMPANY I, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Grant of Security Interest in United States Trademarks]*

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS  
EAST 157131439  
422043-000004

**TRADEMARK**  
**REEL: 006487 FRAME: 0593**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date set forth above.

GRANTOR:

EASE, INC.


By: .....

Name: .....

Title: .....

GRANTEE:

STONEGATE ASSET COMPANY I, LLC

By:  .....

Name: Tina STECKEL .....

Title: COO .....

*{Signature Page to Grant of Security Interest in United States Trademarks}*

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS  
EASTN157131439  
422043-000004

**TRADEMARK**  
**REEL: 006487 FRAME: 0594**

Exhibit A

Trademarks

<u>Mark</u>	<u>Registered Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>
EASEWorks	Ease, Inc.	06/20/2000	2359998
RetailEASE	Ease, Inc.	10/01/2002	2629129