

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	THIRD SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCESS INTELLIGENCE LLC		12/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA, as Administrative Agent		
Street Address:	120 SOUTH LASALLE STREET		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85491265	VIDEONOMICS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1027586 TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	12/18/2018		
Total Attachments: 3			
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THIRD SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Third Supplement to Trademark Security Agreement (this “*Supplement*”) is made as of December 18, 2018 by **ACCESS INTELLIGENCE LLC**, a Delaware limited liability company (the “*Company*”) in favor of **CIBC BANK USA** (f/k/a The PrivateBank and Trust Company), as Administrative Agent (the “*Agent*”).

WHEREAS, the Company executed and delivered a Trademark Security Agreement dated December 27, 2012 and recorded on January 29, 2013 at Reel 4958, Frame 0783 (as amended of record from time to time hereinafter, the “*Agreement*”) in favor of the Agent, pursuant to which the Company pledged, assigned and granted a security interest in certain Trademarks (as defined therein); and

WHEREAS, the Company executed and delivered to Agent (i) a First Supplement to Trademark Security Agreement dated December 2, 2016, and recorded on December 2, 2016 at Reel 5933, Frame 0925 (as amended of record from time to time hereinafter, the “*First Supplement*”), and (ii) a Second Supplement to Trademark Security Agreement, dated June 15, 2017, and recorded on June 16, 2017 at Reel 6085, Frame 0458 (as amended of record from time to time hereinafter, the “*Second Supplement*”; the Agreement, the First Supplement, and the Second Supplement are referred to herein, each and together, as the “*Grant*”), pursuant to which the Company pledged, assigned and granted to the Agent a security interest in certain Trademarks (as defined therein); and

WHEREAS, the Company developed additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of Agent; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. **Definitions.** All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Agreement.
2. **Supplement to Exhibit A.** Exhibit A to the Agreement is hereby supplemented, but not replaced, by Exhibit A-1 annexed hereto.
3. **Miscellaneous:**
 - a. Except as provided herein, all terms and conditions of the Agreement remain in full force and effect. The Company hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
 - b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. This Supplement shall be construed in accordance with and governed by the laws of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

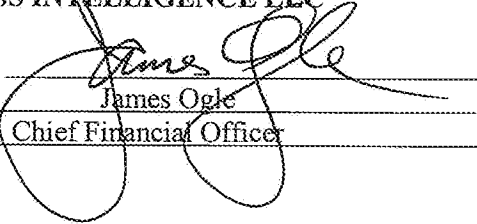
COMPANY:

ACCESS INTELLIGENCE LLC

By: _____

Name: _____

Title: _____


James Ogle
Chief Financial Officer

Signature page to Third Supplement to Trademark Security Agreement

2388730.2

TRADEMARK
REEL: 006502 FRAME: 0807

EXHIBIT A-1

TRADEMARKS

<u>Registration, Application or Serial No. (indicate if an application)</u>	<u>Jurisdiction of Registration or Application</u>	<u>Description of Trademarks, Tradenames or Service Marks</u>
85491265	United States	Videonomics