

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vilocity Interactive, Inc.		12/21/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W Monroe St		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87823972	VILOCITY	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-286		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	12/21/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of December 21, 2018, (this “**Agreement**”), among Vilocity Interactive, Inc., an Ohio corporation (the “**Grantor**”) and Antares Capital LP (“**Antares**”), as collateral agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of December 8 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of December 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**First Lien Credit Agreement**”), by and among AMBA Intermediate II, LLC, a Delaware limited liability company (“**AMBA Intermediate II**”, in its capacity as the initial borrower thereunder prior to the effectiveness of the Closing Date Assignment, the “**Initial Borrower**” or “**Borrower**”, and upon and after the effectiveness of the Closing Date Assignment, all references to “**Holdings**” thereunder and in the other Loan Documents shall be to AMBA Intermediate II), Association Member Benefits Advisors, LLC, a Texas limited liability company (the “**Target**”, and upon and after the effectiveness of the Closing Date Assignment, all references to the “**Borrower**” thereunder and in the other Loan Documents shall be to the Target), AMBA Intermediate I, LLC, a Delaware limited liability company (“**Initial Holdings**” and prior to the effectiveness of the Closing Date Assignment, “**Holdings**”), the Lenders from time to time party thereto (the “**Lenders**”), and Antares Capital LP (“**Antares Capital**”), in its capacities as administrative agent and collateral agent (the “**Administrative Agent**”) and Swingline Lender, and NewStar Financial, Inc., as Syndication Agent, with Antares Capital, as sole lead arranger and sole bookrunner (in such capacities, the “**Arranger**”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

SECTION 3. *Security Agreement*. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VILOCITY INTERACTIVE, INC.



By: _____

Name: Steve Cardinal

Title: President & Secretary

ANTARES CAPITAL LP
as Administrative Agent



By: _____

Name: Danielle Attaie
Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Vilocity Interactive, Inc.	87823972	VILOCITY