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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM503691

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BOLDLEADS.COM, INC.		12/28/2018	Corporation: ARIZONA

RECEIVING PARTY DATA

Name:	WEBSTER BANK, NATIONAL ASSOCIATION (as administrative agent)
Street Address:	436 Slater Road
City:	New Britain
State/Country:	CONNECTICUT
Postal Code:	06053
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Number	Word Mark
5295073	SELLER PRO
5295078	BUYER PRO
5295079	BROKER PRO
5295067	BOLDLEADS
5295063	BOLDLEADS
5296034	BOLD LEADS
5057969	BOLD LEADS
5487588	BOLD MORTGAGE
5591012	BOLDLEADS BLUEPRINT
87749827	STEALTH VOICEMAIL
87352561	ADDRESS CAPTURE
87353021	DONE FOR YOU LEAD GENERATION
	5295073 5295078 5295079 5295067 5295063 5296034 5057969 5487588 5591012 87749827 87352561

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email:vbantug@kslaw.comCorrespondent Name:KING & SPALDING LLPAddress Line 1:300 S TRYON STREET

TRADEMARK

900479383 REEL: 006510 FRAME: 0749

	SUITE 1700 CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	06726.015043		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug /		

Total Attachments: 6

DATE SIGNED:

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12/28/2018

TRADEMARK REEL: 006510 FRAME: 0750

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Webster Bank, National Association ("Webster Bank"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 30, 2018 (including all exhibits and schedules hereto, as the same may be amended, amended and restated, extended, refinanced and/or otherwise modified from time to time, the "Credit Agreement"), by and among Boston Logic Technology Partners, Inc. (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of January 30, 2018 in favor of Agent (as amended by that certain Joinder Agreement, dated as of December 28, 2018, and as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with Agent as follows:

<u>Section 1</u>. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Collateral) (the "Trademark Collateral"):

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- (a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Collateral), including, without limitation, those referred to on <u>Schedule 1</u> 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.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.
- <u>Section 6</u>. <u>Governing Law</u>. This Trademark Security Agreement and the rights and obligations of the parties hereto 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, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BOLDLEADS.COM, INC.

as Grantor

Name: Vance Loiselle

Title: President and Chief Executive Officer

ACCEPTED AND AGREED as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION

as Agent

By:

Name: Scott Warden Title: Vice President

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK	OWNER	SERIAL NO. / REGISTRATION	FILING DATE / REGISTRATION DATE
		NO.	
Seller Pro	Boldleads.com, Inc. d/b/a Boldleads	87,323,968 5,295,073	2/3/2017 9/26/2017
OCHCI I IO	d/0/a Bolalcads	3,273,073	7/20/2017
Word Mark: SELLER PRO			
Purror Pro	Boldleads.com, Inc.	87,324,021	2/3/2017
Buyer Pro	d/b/a Boldleads	5,295,078	9/26/2017
Word Mark: BUYER PRO			
Broker Pro	Boldleads.com, Inc.	87,324,041	2/3/2017
DIOKEL LIO	d/b/a Boldleads	5,295,079	9/26/2017
Word Mark: BROKER PRO			
Boldleads	Boldleads.com, Inc.	87,323,888	2/3/2017
Doluicaus	d/b/a Boldleads	5,295,067	9/26/2017
Word Mark: BOLDLEADS			
Boldleads	Boldleads.com, Inc.	87,323,811	2/3/2017
The second of th	d/b/a Boldleads	5,295,063	9/26/2017
Word Mark: BOLDLEADS			
Bold Leads	Boldleads.com, Inc.	87,351,087	2/27/2017
No. 1	d/b/a Boldleads	5,296,034	9/26/2017
Word Mark: BOLD LEADS	Boldleads.com, Inc.	86,873,507	1/12/2016
BOLD LEADS	d/b/a Boldleads	5,057,969	10/11/2016
Word Mark: BOLD LEADS			
Bold Mortgage	Boldleads.com, Inc.	87,353,863	3/1/2017
Dola Mortgage	d/b/a Boldleads	5,487,588	6/5/2018
Word Mark: BOLD MORTGAGE			
BoldLeads Blueprint	Boldleads.com, Inc.	87,334,005	2/13/2017
Dointvans Dinchini	d/b/a Boldleads	5,591,012	10/23/2018
Word Mark: BOLDLEADS BLUEPRINT			

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2. TRADEMARK APPLICATIONS

TRADEMARK APPLICATION	OWNER	SERIAL NO.	FILING DATE
Stealth Voicemail Word Mark: STEALTH VOICEMAIL	Boldleads.com, Inc. d/b/a Boldleads	87,749,827	1/10/2018
Address Capture Word Mark: ADDRESS CAPTURE	Boldleads.com, Inc. d/b/a Boldleads	87,352,561	2/28/2017
Done For You Lead Generation Word Mark: DONE FOR YOU LEAD	Boldleads.com, Inc. d/b/a Boldleads	87,353,021	2/28/2017
GENERATION			

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RECORDED: 12/28/2018

TRADEMARK
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