

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495538

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Conveying Party (Assignor) entity type should be LLC instead of Corporation previously recorded on Reel 006465 Frame 0008. Assignor(s) hereby confirms the Trademark Security Agreement.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Prize Logic LLC		10/24/2018	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association		
<b>Street Address:</b>	436 Slater Road		
<b>City:</b>	New Britain		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06053		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5360051	PRIZELAB	
<b>Registration Number:</b>	5350683	PRIZELAB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		
<b>Address Line 2:</b>	Attn: Moira Sheehan		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Moira Sheehan		
<b>SIGNATURE:</b>	/Moira Sheehan/		
<b>DATE SIGNED:</b>	10/26/2018		
<b>Total Attachments: 8</b>			
source=Prize Logic - Executed Trademark Security Agreement - 3rd Amend. (10.24.18)#page1.tif			

OP \$65.00 5360051

source=Prize Logic - Executed Trademark Security Agreement - 3rd Amend. (10.24.18)#page2.tif  
source=Prize Logic - Executed Trademark Security Agreement - 3rd Amend. (10.24.18)#page3.tif  
source=Prize Logic - Executed Trademark Security Agreement - 3rd Amend. (10.24.18)#page4.tif  
source=Prize Logic - Executed Trademark Security Agreement - 3rd Amend. (10.24.18)#page5.tif  
source=Prize Logic - Executed Trademark Security Agreement - 3rd Amend. (10.24.18)#page6.tif  
source=Prize Logic - Executed Trademark Security Agreement - 3rd Amend. (10.24.18)#page7.tif  
source=Prize Logic - Executed Trademark Security Agreement - 3rd Amend. (10.24.18)#page8.tif



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 26, 2018

PTAS

KING & SPALDING LLP  
300 S. TRYON ST., STE 1700  
ATTN: MOIRA SHEEHAN  
CHARLOTTE, NC 28202

900471353

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/25/2018

REEL/FRAME: 6465/0008  
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

ASSIGNOR:  
PRIZE LOGIC LLC

DOC DATE: 10/24/2018  
CITIZENSHIP: MICHIGAN  
ENTITY: ~~PRIZE LOGIC LLC~~ LLC

ASSIGNEE:  
WEBSTER BANK, NATIONAL ASSOCIATION  
  
436 SLATER ROAD  
NEW BRITAIN, CONNECTICUT 06053

CITIZENSHIP: UNITED STATES  
ENTITY: NATIONAL BANKING ASSOCIATION

SERIAL NUMBER: 87465651  
REGISTRATION NUMBER: 5360051  
MARK: PRIZELAB

FILING DATE: 05/26/2017  
REGISTRATION DATE: 12/19/2017

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 87465692  
REGISTRATION NUMBER: 5350683  
MARK: PRIZELAB  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 05/26/2017  
REGISTRATION DATE: 12/05/2017

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 24, 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, 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 June 30, 2016 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Prize Logic LLC (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 June 30, 2016, in favor of Agent (as the same may be 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 Trademark Security Agreements;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to continue to make and maintain their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. 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 Property) (the "Trademark Collateral");

(a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Property), including, without limitation, those referred to on Schedule I 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 Trademark 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.

Section 6. Governing Law. 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.

PRIZE LOGIC LLC,  
as Grantor


By:   
Name: Gregory DeMars  
Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}



ACCEPTED AND AGREED  
as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION  
as Agent

By:   
Name: *Greg Kener*  
Title: *Director*

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006512 FRAME: 0899

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark/Name	Registration Number	Registration Date	Owner
 Mark: PRIZELAB	5360051	Dec. 19, 2017	PrizeLogic, LLC
prizelab Mark: PRIZELAB	5350683	Dec. 05, 2017	PrizeLogic, LLC

Schedule I