

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512358

<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>
Valor Intelligent Processing, LLC		02/28/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	222 South Riverside Plaza, 29th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88191996	V	
<b>Serial Number:</b>	88190369	VALOR INTELLIGENT PROCESSING	
<b>Serial Number:</b>	88199054	VALOR INTELLIGENT PROCESSING	
<b>Serial Number:</b>	88207299	VIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029068669		
<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>	202.906.8618		
<b>Email:</b>	tm@dykema.com		
<b>Correspondent Name:</b>	Eric T. Fingerhut		
<b>Address Line 1:</b>	1301 K Street, N.W., Suite 1100 West		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Eric T. Fingerhut		
<b>SIGNATURE:</b>	/eric t. fingerhut/		
<b>DATE SIGNED:</b>	03/01/2019		
<b>Total Attachments: 8</b>			
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**AMENDED AND RESTATED**  
**TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**") made as of February 28, 2019 by and among MCI, LC, an Iowa limited liability company ("**Borrower**"), TMONE, LLC, a Delaware limited liability company ("**TMone**"), Niche Markets, LC, an Iowa limited liability company ("**Niche Markets**"), ONBRAND HOLDINGS, LLC, a Massachusetts limited liability company ("**Holdco**"), and ONBRAND24, LLC, a Massachusetts limited liability company (f/k/a OnBrand 24 Inc., a Massachusetts corporation) ("**OnBrand**"), VALOR INTELLIGENT PROCESSING, LLC, a Delaware limited liability company ("**Valor**"), MCI CANADA, LC, an Iowa limited liability company ("**MCI Canada**"), and THE SYDNEY CALL CENTRE INC., a Nova Scotia limited company ("**Sydney Call Centre**", and together with TMone, Niche Markets, Holdco, OnBrand, Valor and MCI Canada, collectively, "**Entity Guarantors**" and each an "**Entity Guarantor**", and together with Borrower, collectively, "**Obligors**" and each an "**Obligor**"), and FIFTH THIRD BANK ("**Lender**").

**W I T N E S S E T H**

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement dated as of March 29, 2018, as amended from time to time (as amended, and as it may be further amended, restated, modified or supplemented and in effect from time to time, the "**Loan Agreement**"), and in connection therewith, Borrower, TMone, Niche Markets, Holdco, OnBrand and Lender entered into that certain Trademark Security Agreement dated as of March 29, 2018 (the "**Existing Security Agreement**"); and

WHEREAS, one or more Obligors and Lender are parties to other related loan documents (collectively, together with the Loan Agreement and the Existing Security Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by each Obligor to Lender of a security interest in certain of such Obligor's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the "Obligations" (as defined in the Loan Agreement), each Obligor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in such Obligor's entire right, title

and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of such Obligor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Each Obligor warrants and represents to Lender that:

(i) No Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) To the knowledge of such Obligor, such Obligor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by such Obligor not to sue third persons;

(iii) Such Obligor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Such Obligor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, each Obligor agrees that until Obligors' Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, such Obligor shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Each Obligor represents and warrants that, based on a diligent investigation by such Obligor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by such Obligor. If, before Obligors' Obligations shall have been

satisfied in full or before the Financing Agreements have been terminated, any Obligor shall (i) become aware of any existing Trademarks of which such Obligor has not previously informed Lender, (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, or (iii) take any action to register (or re-register) or revive, renew, resuscitate or otherwise claim rights in or protect any abandoned, lapsed or dead trademark, the provisions of this Security Agreement above shall automatically apply thereto and such Obligor shall give to Lender prompt written notice thereof. Each Obligor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks. In addition, if any of the foregoing events under this Section 5 occurs with respect to any Subsidiary of a Obligor, such Obligor shall give to Lender prompt written notice thereof.

6. Term. The term of this Security Agreement shall extend until the payment in full of Obligors' Obligations and the termination of the Financing Agreements. Each Obligor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to such Obligor.

7. Product Quality. Each Obligor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, each Obligor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Trademarks.

8. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of Obligors' Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne jointly and severally by Obligors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Obligors and until paid shall constitute Obligations.

10. Duties of Obligors. Each Obligor shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until Obligors' Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as

commercially reasonable. Any expenses incurred in connection with Obligors' Obligations under this Section 10 shall be borne by Obligors.

11. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, each Obligor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Obligors shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Obligors (or any one of them) and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as such Obligor's true and lawful attorney-in-fact, with power to (i) endorse such Obligor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Obligor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Obligors' Obligations shall have been paid in full and the Financing Agreements have been terminated. Each Obligor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and

remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon each Obligor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Each Obligor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of each Obligor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the words "Obligor" and "Obligors" shall be so construed.

22. Amendment and Restatement. This Security Agreement amends and restates the Existing Security Agreement in its entirety effective as of the date hereof. Nothing herein shall be construed as having the effect of terminating or releasing the liens and security interests granted pursuant to the Existing Security Agreement. Instead, it is the express intention of each Obligor to reaffirm such grants as valid and enforceable security interests and liens which originally attached to the Trademarks pursuant to the Existing Security Agreement and are continuing in favor of Lender under this Security Agreement. Neither the execution and delivery of this Security Agreement nor any of the terms hereof (including, without limitation, the addition of each of Valor, MCI Canada and Sydney Call Centre as additional Obligors) shall be deemed to adversely affect any of the liens and security interests in favor of Lender under the Existing Security Agreement, as amended and restated hereby.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, each Obligor has duly executed this Amended and Restated Trademark Security Agreement as of the date first written above.

**MCI, LC**, an Iowa limited liability company

By: A. Marlowe  
Name: Mark Anthony Marlowe  
Title: President and CEO

**TMONE, LLC**, a Delaware limited liability company

By: A. Marlowe  
Name: Mark Anthony Marlowe  
Its: Manager

**NICHE MARKETS, LC**, an Iowa limited liability company

By: A. Marlowe  
Name: Mark Anthony Marlowe  
Its: Manager

**ONBRAND HOLDINGS, LLC**, a Massachusetts limited liability company

By: A. Marlowe  
Name: Mark Anthony Marlowe  
Its: Manager

**ONBRAND24, LLC**, a Massachusetts limited liability company (f/k/a OnBrand 24 Inc., a Massachusetts corporation)

By: A. Marlowe  
Name: Mark Anthony Marlowe  
Its: Manager

**VALOR INTELLIGENT PROCESSING, LLC**, a Delaware limited liability company

By: A. Marlowe  
Name: Mark Anthony Marlowe  
Its: Manager

**MCI CANADA, LC**, an Iowa limited liability company

By: A. Marlowe  
Name: Mark Anthony Marlowe  
Its: Manager, President and CEO


**THE SYDNEY CALL CENTRE INC.**, a Nova Scotia limited company

By: A. Marlowe  
Name: Mark Anthony Marlowe  
Title: Director and President



Agreed and Accepted  
As of the Date First Written Above

**FIFTH THIRD BANK**

By:   
Name: Gayne M. Underwood  
Title: Senior Vice President

**SCHEDULE A**

**TRADEMARKS**

<u>Owner</u>	<u>Trademark Description</u>	<u>U.S. Serial No.</u>	<u>Filing Date</u>
Niche Markets, LC	FASTCUSTOMER	85468953	November 9, 2011
Valor Intelligent Processing, LLC	V and Design 	88191996	November 13, 2018
Valor Intelligent Processing, LLC	VALOR INTELLIGENT PROCESSING and Design 	88190369	November 12, 2018
Valor Intelligent Processing, LLC	VALOR INTELLIGENT PROCESSING	88199054	November 19, 2018
Valor Intelligent Processing, LLC	VIP and Design 	88207299	November 27, 2018

**TRADEMARK APPLICATIONS**

Trademark Application Description                      U.S. Application No.                      Date Applied