

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXPENSEWATCH, INC		02/28/2019	Corporation: DELAWARE
SPRINGAHEAD, INC.		02/28/2019	Corporation: DELAWARE
CERTIFY, INC.		02/28/2019	Corporation: DELAWARE
ABACUS LABS, INC.		02/28/2019	Corporation: DELAWARE
CHROME RIVER TECHNOLOGIES, INC.		02/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC		
Street Address:	311 SOUTH WACKER DRIVE, SUITE 6400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87715926	CR	
Serial Number:	87714120	CHROMERIVER	
Serial Number:	86934234	CHROME RIVER LET BUSINESS FLOW	
Serial Number:	86934238	TAKE ME TO THE RIVER	
Serial Number:	77161971	CHROME RIVER	
Serial Number:	86340542	ABACUS	
Serial Number:	86066956		
Serial Number:	86060689		
Serial Number:	85859076	SPEND WITH CONFIDENCE	
Serial Number:	85814163	TALLIE	
Serial Number:	85787015	EXPENSEWATCH.COM	
Serial Number:	85787019	EXPENSEWATCH	
Serial Number:	85735230	RECEIPTPARSE	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 7146686355

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: (714)668-6255

Email: sunnyelee@paulhastings.com

Correspondent Name: Sunny E. Lee

Address Line 1: 695 Town Center Drive, 17th Floor

Address Line 2: PAUL HASTINGS LLP

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	95247-28 Pesavento
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NAME OF SUBMITTER:	Sunny E. Lee
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SIGNATURE:	/s/ Sunny E. Lee
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DATE SIGNED:	02/28/2019
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of February, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, **CHARGER INTERMEDIATECO, INC.**, a Delaware corporation ("Parent"), **CHARGER ACQUISITIONCO, INC.**, a Delaware corporation ("Holdings"), **W CHARGER MERGER SUB, LLC**, a Delaware limited liability company ("Merger Sub"), as a Borrower prior to consummation of the Closing Date Acquisition, **CHROME RIVER TECHNOLOGIES, INC.**, a Delaware corporation ("Chrome River"), as a Borrower and successor-in-interest to Merger Sub immediately after the consummation of the Closing Date Acquisition (Chrome River, together with Merger Sub, the "Chrome River Borrower"), and **CERTIFY, INC.**, a Delaware corporation ("Certify Borrower"; together with Chrome River Borrower, are referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, as "Borrowers"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of February 28, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. CONTINUING SECURITY INTEREST; ASSIGNMENT UNDER CREDIT AGREEMENT. This Trademark Security Agreement shall be subject to the provisions regarding continuing security interest and assignment under the Credit Agreement set forth in Section 23 of the Guaranty and Security Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

5. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

EXPENSEWATCH, INC., a Delaware corporation

By: _____
Name: Hasan Askari
Title: President

SPRINGAHEAD, INC., a Delaware corporation

By: _____
Name: Hasan Askari
Title: President

CERTIFY, INC., a Delaware corporation

By: _____
Name: Hasan Askari
Title: Vice President

ABACUS LABS, INC., a Delaware corporation

By: _____
Name: Hasan Askari
Title: President

CHROME RIVER TECHNOLOGIES, INC., a Delaware corporation

By: _____
Name: Hasan Askari
Title: Vice President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC

By: 

Name: Jeffrey Cupples





Title: Managing Director


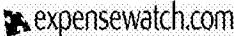
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006584 FRAME: 0065

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Country	Application No./ Application Date	Registration No./ Registration Date
Chrome River Technologies, Inc.	CR in Stylized Letters 	U.S.	87715926 12/11/2017	5559724 9/11/2018
Chrome River Technologies, Inc.	CHROMERIVER in Stylized Letters 	U.S.	87714120 12/8/2017	5620519 12/4/2018
Chrome River Technologies, Inc.	CHROME RIVER LET BUSINESS FLOW	U.S.	86934234 3/9/2016	5302349 10/3/2017
Chrome River Technologies, Inc.	TAKE ME TO THE RIVER	U.S.	86934238 3/9/2016	5312331 10/17/2017
Chrome River Technologies, Inc.	CHROME RIVER	U.S.	77161971 4/20/2007	3509394 9/30/2008
Abacus Labs, Inc.	ABACUS	U.S.	86340542 7/17/2014	5200278 5/8/2017
ExpenseWatch, Inc.	Design Only 	U.S.	86066956 9/17/2013	4514699 4/15/2014
ExpenseWatch, Inc.	EW and Design 	U.S.	86060689 9/10/2013	4594338 8/26/2014

Grantor	Mark	Country	Application No./ Application Date	Registration No./ Registration Date
ExpenseWatch, Inc.	SPEND WITH CONFIDENCE	U.S.	85859076 2/25/2013	4445180 12/3/2013
SpringAhead, Inc.	TALLIE in Stylized Letters 	U.S.	85814163 1/2/2013	4473796 1/28/2014
ExpenseWatch, Inc.	EXPENSEWATC H.COM and Design 	U.S.	85787015 11/26/2012	4395183 9/3/2013
ExpenseWatch, Inc.	EXPENSEWATC H	U.S.	85787019 11/26/2012	4395184 9/3/2013
Certify, Inc.	RECEIPTPARSE	U.S.	85735230 9/21/2012	4334701 5/14/2013
Chrome River Technologies, Inc.	CHROME RIVER	Canada	1367254 10/12/2007	TMA763049 3/31/2010
SpringAhead, Inc.	TALLIE and Design	Canada	1818662 1/18/2017	—