

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement (2015)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enterprise Bank & Trust, as Resigning Agent		02/15/2019	Chartered Bank and Trust Company: MISSOURI
RECEIVING PARTY DATA			
Name:	WKA Manifest LLC, as Successor Agent		
Street Address:	400 Park Avenue, Suite 1210		
Internal Address:	c/o The Wicks Group of Companies, L.L.C.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4690831	WISEMOVES	
Serial Number:	86155418	VITAL SPEECHES OF THE DAY	
Registration Number:	4690811	VIM & VIGOR	
Registration Number:	4560410	HEALTHEDGE	
Registration Number:	4669917	COPYEDITING	
Registration Number:	4669822	CONTENTOLOGY	
Registration Number:	4669821	CONTENT VELOCITY	
Registration Number:	4686829	CONTENTWISE	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		

CH \$215.00 4690831

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	03/07/2019
Total Attachments: 7 source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2015) (2.15.2019)#page1.tif source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2015) (2.15.2019)#page2.tif source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2015) (2.15.2019)#page3.tif source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2015) (2.15.2019)#page4.tif source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2015) (2.15.2019)#page5.tif source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2015) (2.15.2019)#page6.tif source=Manifest - FINAL PDF - Assignment of Trademark Security Agreement (2015) (2.15.2019)#page7.tif	

**ASSIGNMENT OF TRADEMARK
SECURITY AGREEMENT**

(2015)

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this “**Assignment**”), dated as of February 15, 2019, is between **ENTERPRISE BANK & TRUST** (as the resigning administrative agent, the “Resigning Agent”) and **WKA MANIFEST LLC** (as the successor administrative agent together with its successors and assigns, the “Successor Agent”).

RECITALS:

WHEREAS, Manifest LLC (then known as McMurry/TMG, LLC and referred to as the “Borrower”), the other Loan Parties party thereto, the U.S. Bank National Association as administrative agent (the “Original Agent”) and the lenders from time to time party thereto, as Lenders, entered into that certain Amended and Restated Credit Agreement, dated as of August 4, 2015 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Borrower, as Grantor, and the Original Agent entered into one or more intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “Agreements”), pursuant to which the Borrower granted a security interest in and to and lien upon the intellectual property identified in Exhibit B (the “Subject IP”);

WHEREAS, pursuant to that certain Assignment of Trademark Security Agreement, dated as of February 15, 2019, by and between the Original Agent and the Resigning Agent, the Original Agent has assigned to the Resigning Agent all of its rights, remedies, duties and other obligations under the Agreements and the Subject IP, in each instance, in its capacity as Administrative Agent; and

WHEREAS, pursuant to that certain Agency Transfer Agreement, dated as of February 15, 2019, among the Resigning Agent, the Successor Agent, the Borrower, each other Loan Party signatory thereto and the Lenders party thereto, the Resigning Agent has assigned to the Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements and the Subject IP, in each instance, in its capacity as Administrative Agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Resigning Agent hereby assigns and transfers to the Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements and the Subject IP.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

This Assignment 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.


[The remainder of this page is intentionally left blank]

[Signature page follows]

IN WITNESS WHEREOF, the Resigning Agent and the Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RESIGNING AGENT:

ENTERPRISE BANK & TRUST, as the
Resigning Agent

By: 
Name: David H. Harold
Title: Duly Authorized Signatory

SUCCESSOR AGENT:

WKA MANIFEST LLC, as the Successor
Agent

By: _____
Name: Daniel M. Kortick
Title: Authorized Signatory

By: _____
Name: _____
Title: Authorized Signatory

IN WITNESS WHEREOF, the Resigning Agent and the Successor Agent have caused this Assignment to be duly executed as of the date first above written.

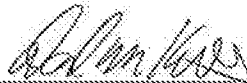
RESIGNING AGENT:

ENTERPRISE BANK & TRUST, as the
Resigning Agent

By: _____
Name:
Title: Duly Authorized Signatory

SUCCESSOR AGENT:

WKA MANIFEST LLC, as the Successor
Agent

By:  _____
Name: Daniel M. Kortick
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

IN WITNESS WHEREOF, the Resigning Agent and the Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RESIGNING AGENT:

ENTERPRISE BANK & TRUST, as the
Resigning Agent

By: _____
Name:
Title: Duly Authorized Signatory

SUCCESSOR AGENT:

WKA MANIFEST LLC, as the Successor
Agent

By: _____
Name:
Title: Authorized Signatory


By: 
Name: Andrew Marek
Title: Authorized Signatory

EXHIBIT A

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS, dated as of August 4, 2015, by and between MCMURRY/TMG, LLC, a Delaware limited liability company (now known as MANIFEST LLC) and U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (in such capacity, "Grantee"), filed with the United States Patent and Trademark Office on August 4, 2015 at Reel 5592, Frame 0725.

EXHIBIT B

SCHEDULE OF TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
WISEMOVES	86-155,440	12/31/2013	4,690,831	02/24/2015
VITAL SPEECHES OF THE DAY	86-155,418	12/31/2013		
VIM & VIGOR	86-150,650	12/23/2013	4,690,811	2/24/2015
HEALTHEDGE	86-141,523	12/12/2013	4,560,410	07/01/2014
COPYEDITING	86-138,115	12/09/2013	4,669,917	01/13/2015
CONTENTOLOGY	86-123,067	11/19/2013	4,669,822	01/13/2015
CONTENT VELOCITY	86-123,032	11/19/2013	4,669,821	01/13/2015
CONTENTWISE	86-123,090	11/19/2013	4,686,829	02/17/2015

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