

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM513094

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark Security Agreement (2015)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank National Association, as Resigning Agent		02/15/2019	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Enterprise Bank & Trust, as Successor Agent		
<b>Street Address:</b>	444 East Santa Fe Street		
<b>City:</b>	Olathe		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66061		
<b>Entity Type:</b>	Chartered Bank and Trust Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4690831	WISEMOVES	
<b>Serial Number:</b>	86155418	VITAL SPEECHES OF THE DAY	
<b>Registration Number:</b>	4690811	VIM & VIGOR	
<b>Registration Number:</b>	4560410	HEALTHEDGE	
<b>Registration Number:</b>	4669917	COPYEDITING	
<b>Registration Number:</b>	4669822	CONTENTOLOGY	
<b>Registration Number:</b>	4669821	CONTENT VELOCITY	
<b>Registration Number:</b>	4686829	CONTENTWISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		

CH \$215.00 4690831

<b>NAME OF SUBMITTER:</b>	Linda A. Salera
<b>SIGNATURE:</b>	/Linda A. Salera/
<b>DATE SIGNED:</b>	03/06/2019
<b>Total Attachments: 5</b> source=Manifest - Assignment of TSA (2015) - U.S. Bank to Enterprise (2)#page1.tif source=Manifest - Assignment of TSA (2015) - U.S. Bank to Enterprise (2)#page2.tif source=Manifest - Assignment of TSA (2015) - U.S. Bank to Enterprise (2)#page3.tif source=Manifest - Assignment of TSA (2015) - U.S. Bank to Enterprise (2)#page4.tif source=Manifest - Assignment of TSA (2015) - U.S. Bank to Enterprise (2)#page5.tif	

**ASSIGNMENT OF TRADEMARK  
SECURITY AGREEMENT**

(2015)

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this "**Assignment**"), dated as of February 15, 2019, is between **U.S. BANK NATIONAL ASSOCIATION** (as the resigning administrative agent, the "Resigning Agent") and **ENTERPRISE BANK & TRUST** (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 Resigning 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 Resigning 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"); and

**WHEREAS**, pursuant to this Assignment the Resigning Agent will assign to the Successor 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.

**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.

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:

**U.S. BANK NATIONAL  
ASSOCIATION**, as the Resigning Agent

By: 

Name: MATTHEW LARUE

Title: VICE PRESIDENT

SUCCESSOR AGENT:

**ENTERPRISE BANK & TRUST**, as the  
Successor Agent

By: \_\_\_\_\_

Name: Brad Harvey

Title: Senior Vice President

Signature Page to Assignment of Trademark Security Agreement

7276005

**TRADEMARK  
REEL: 006589 FRAME: 0189**

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:**

**U.S. BANK NATIONAL  
ASSOCIATION**, as the Resigning Agent

By: \_\_\_\_\_  
Name:  
Title:

**SUCCESSOR AGENT:**

**ENTERPRISE BANK & TRUST**, as the  
Successor Agent

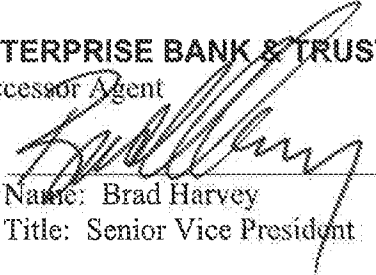
By:   
Name: Brad Harvey  
Title: Senior Vice President

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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