

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM515153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROFESSIONAL DATASOLUTIONS, INC.		03/19/2019	Corporation: TEXAS
FIRESTREAM WORLDWIDE, INC.		03/19/2019	Corporation: MISSOURI
INTELLIFUEL SYSTEMS, INC.		03/19/2019	Corporation: FLORIDA
DATAMAX CONSULTING CORP.		03/19/2019	Corporation: TEXAS
OUTSITE NETWORKS, INC.		03/19/2019	Corporation: VIRGINIA
IGNITE MEDIA LLC		03/19/2019	Limited Liability Company: ILLINOIS
PDI TA HOLDINGS, INC.		03/19/2019	Corporation: DELAWARE
EXCENTUS CORPORATION		03/19/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Registration Number:	4930333	PDI	
Registration Number:	2169333	PDI	
Registration Number:	2023860	FUEL SMART	
Registration Number:	2075267	QUICKSERVANT	
Registration Number:	2987557	BANKTRAK	
Registration Number:	3468524	DELIVERYTRAK	
Registration Number:	2840490	E-TRAK	
Registration Number:	2074237	EXECUTRAK	

CH \$1540.00 4930333

Property Type	Number	Word Mark
Registration Number:	2165440	EXECUVISION
Registration Number:	3227156	FACTOR
Registration Number:	4677937	FUELTRAK
Registration Number:	3241562	
Registration Number:	2059779	STORETRAK
Registration Number:	1407062	FACTOR
Registration Number:	5131538	INTELLIFUEL
Registration Number:	5131537	INTELLIFUEL SIMPLY A BETTER WAY
Registration Number:	5131536	SIMPLY A BETTER WAY
Registration Number:	4524811	INCAB
Registration Number:	4228022	BOLSOURCE
Registration Number:	2762592	INTELLIFUEL
Registration Number:	4377958	CLOUDFUEL DISPATCH
Registration Number:	4270693	FIRESTREAM WORLDWIDE
Registration Number:	4270694	FIRESTREAM WORLDWIDE
Registration Number:	2702138	ENVOY
Registration Number:	2884020	STOREWORKS
Registration Number:	2367234	DIGITAL REWARDS
Registration Number:	3001098	REWARD MARKETPLACE
Registration Number:	2956763	FUEL REWARDS
Registration Number:	3269098	EXCENTUS
Registration Number:	3545135	EXCENTUS
Registration Number:	3760001	REWARD LINK
Registration Number:	4358387	FUEL REWARDS NETWORK
Registration Number:	4269244	FR
Registration Number:	4194514	CENTEGO
Registration Number:	4968980	SHOP EARN FUEL SAVE
Registration Number:	4565212	IT JUST MAKES CENTS
Registration Number:	4616048	PROMO MARKETPLACE
Registration Number:	5546158	FR
Registration Number:	5088508	FR
Registration Number:	5273624	FR FUEL REWARDS
Registration Number:	5590524	FR FUEL REWARDS
Registration Number:	5428987	FR FUEL REWARDS
Registration Number:	5144956	FR FUEL REWARDS
Registration Number:	5144129	FUEL REWARDS
Registration Number:	5106827	FUEL REWARDS
Registration Number:	5567314	EXCENTUS

Property Type	Number	Word Mark
Registration Number:	4269246	FRN
Registration Number:	5478316	CEREMITY
Registration Number:	4399390	BRAND TRANSACTIONAL ENGAGEMENT
Serial Number:	87379239	EXCENTUS
Serial Number:	87425897	EXCENTUS
Serial Number:	87427806	EXCENTUS
Serial Number:	87427759	EXCENTUS
Serial Number:	87615370	P
Serial Number:	87620620	P
Serial Number:	87620630	P PUNCHOUT
Serial Number:	87620635	P PUNCHOUT
Serial Number:	87658953	EXCENTUS
Serial Number:	87658943	EXCENTUS
Serial Number:	87835926	360 CONVENIENCE
Serial Number:	78032879	FREQUENTFILLER

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 11668.264 2L TSA

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 03/20/2019

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, modified, restated or supplemented from time to time in accordance with the terms hereof and the Credit Agreement referred to below, this “*Agreement*”), dated as of March 19, 2019, is made by each of the entities listed on the signature pages hereof (each, a “*Grantor*” and collectively, the “*Grantors*”), in favor of ARES CAPITAL CORPORATION, as administrative agent (in such capacity, together with its successors and permitted assigns, “*Administrative Agent*”) for the Lenders from time to time party to the Credit Agreement referred to below and the other holders of Secured Obligations.

W I T N E S S E T H:

WHEREAS, PDI TA HOLDINGS, INC., a Delaware corporation (the “*Borrower*”), the Guarantors from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto are parties to a Second Lien Credit and Guaranty Agreement dated as of the date hereof (as amended, modified, restated or supplemented from time to time, the “*Credit Agreement*”), pursuant to which the Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower.

WHEREAS, Administrative Agent and Lenders are willing to extend credit and make certain other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent for the benefit of the Secured Creditors (a) that certain Second Lien Security Agreement dated as of the date hereof (as amended, modified, restated or supplemented from time to time in accordance with the terms thereof and the Credit Agreement, the “*Security Agreement*”) among the Grantors, the other Debtors party thereto and the Administrative Agent and (b) this 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term “*Trademarks*” shall mean all rights, title and interests in or relating to trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, print and labels of each Grantor on which any of the foregoing have appeared or appear and, in each case, all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith (other than an “intent to use” application unless and until a verified “Statement of Use” or “Amendment to Allege Use” with respect thereto is filed with the United States Patent and Trademark Office with respect to such application) .

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the Secured Obligations, each Grantor hereby grants to Administrative Agent a continuing second priority security interest (subject only to Liens permitted to be prior under the Credit Agreement) in all of its right, title and interest in, to and under the following (other than any Excluded Assets), whether presently existing or hereafter created or acquired (collectively, but after excluding any Excluded Assets, the “*Trademark Collateral*”):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Each Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by such Grantor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns under the Credit Agreement.

7. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

PROFESSIONAL DATASOLUTIONS, INC.,
a Texas corporation

FIRESTREAM WORLDWIDE, INC.,
a Missouri corporation

INTELLIFUEL SYSTEMS, INC.,
a Florida corporation

DATAMAX CONSULTING CORP.,
a Texas corporation

OUTSITE NETWORKS, INC.,
a Virginia corporation

IGNITE MEDIA LLC,
a Illinois corporation

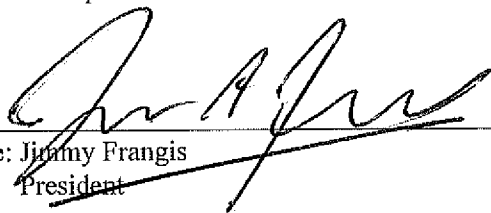
PDI TA HOLDINGS, INC.,
a Delaware corporation

EXCENTUS CORPORATION,
a Texas corporation

By

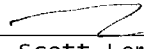
Name: Jimmy Frangis

Title: President

A handwritten signature in black ink, appearing to read "Jimmy Frangis", is written over a horizontal line. The signature is stylized and cursive.

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION, as Administrative
Agent

By 
Name Scott Lem
Title Authorized Signatory

[Signature page to Second Lien Trademark Security Agreement]









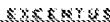
TRADEMARK
REEL: 006596 FRAME: 0247

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

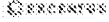

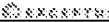





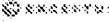

TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Number	Registration Date
Professional Datasolutions, Inc.		4930333	04/05/2016
Professional Datasolutions, Inc.	PDI	2169333	06/30/1998
Professional Datasolutions, Inc.	Fuel Smart	2023860	12/17/1996
Professional Datasolutions, Inc.	QUICKSERVANT	2075267	07/01/1997
Professional Datasolutions, Inc. (as assignee of WR Hess Company)	BANKTRAK	2987557	08/23/2005
Professional Datasolutions, Inc. (as assignee of WR Hess Company)	DELIVERYTRAK	3468524	07/15/2008
Professional Datasolutions, Inc. (as assignee of WR Hess Company)	E-TRAK	2840490	05/11/2004
Professional Datasolutions, Inc. (as assignee of WR Hess Company)	EXECUTRAK	2074237	06/24/1997
Professional Datasolutions, Inc. (as assignee of WR Hess Company)	EXECUVISION	2165440	05/16/1998
Professional Datasolutions, Inc. (as assignee of WR Hess Company)	FACTOR	3227156	04/10/2007
Professional Datasolutions, Inc. (as assignee of WR Hess Company)	FUELTRAK	4677937	01/27/2015

Grantor	Trademark	Registration Number	Registration Date
Professional Datasolutions, Inc. (as assignee of WR Hess Company)	NEW DESIGN 	3241562	05/15/2007
Professional Datasolutions, Inc. (as assignee of WR Hess Company)	STORETRAK	2059779	05/06/1997
Professional Datasolutions, Inc. (as assignee of WR Hess Company)	FACTOR	1407062	08/26/1986
Intellifuel Systems, Inc.	IntelliFuel 	5131538	01/31/2017
Intellifuel Systems, Inc.	IntelliFuel 	5131537	01/31/2017
Intellifuel Systems, Inc.	Simply a Better Way	5131536	01/31/2017
Intellifuel Systems, Inc.	INCAB	4524811	05/06/2014
Intellifuel Systems, Inc.	BOLSOURCE	4228022	10/16/2012
Intellifuel Systems, Inc.	INTELLIFUEL	2762592	09/9/2003
FireStream WorldWide, Inc.	Cloudfuel Dispatch	4377958	07/30/2013
FireStream WorldWide, Inc.	FireStream Worldwide	4270693	01/08/2013
FireStream WorldWide, Inc.	FireStream Worldwide and Design	4270694	01/08/2013
Datamax Consulting Corporation	ENVOY	2,702,138	04/01/2003
DataMax Consulting Corporation	STOREWORKS	2884020	09/14/2004
Excentus Corporation	DIGITAL REWARDS	2367234	07/11/2000
Excentus Corporation	REWARD MARKETPLACE	3001098	09/27/2005
Excentus Corporation	FUEL REWARDS	2956763	05/31/2005
Excentus Corporation	EXCENTUS	3269098	07/24/2007
Excentus Corporation	EXCENTUS	3545135	12/09/2008
Excentus Corporation	REWARD LINK	3760001	03/16/2010
Excentus Corporation	FUEL REWARDS NETWORK	4358387	06/25/2013
Excentus Corporation	FR and Design 	4269244	01/01/2013

Grantor	Trademark	Registration Number	Registration Date
Excentus Corporation	CENTEGO	4194514	09/21/2012
Excentus Corporation	SHOP EARN FUEL SAVE	4968980	05/31/2016
Excentus Corporation	IT JUST MAKES CENTS	4565212	07/08/2014
Excentus Corporation	PROMO MARKETPLACE and Design	4616048	10/07/2014
			
Excentus Corporation	FR (Stylized)	5546158	08/21/2018
			
Excentus Corporation	FR (Stylized)	5088508	11/22/2016
			
Excentus Corporation	FR FUEL REWARDS (Stylized)	5273624	08/29/2017
			
Excentus Corporation	FR FUEL REWARDS (Stylized)	5590524	10/23/2018
			
Excentus Corporation	FR FUEL REWARDS (Stylized)	5428987	03/20/2018
			
Excentus Corporation	FR FUEL REWARDS (Stylized)	5144956	02/21/2017
			
Excentus Corporation	FUEL REWARDS	5144129	02/21/2017
Excentus Corporation	FUEL REWARDS	5106827	12/20/2016
Excentus Corporation	EXCENTUS and Design	5567314	09/18/2018
			
			
Excentus Corporation	FRN	4269246	01/01/2013
ignite media LLC	CEREMITY	5478316	05/29/2018
Outsite Networks, Inc.	BRAND TRANSACTIONAL ENGAGEMENT	4399390	09/10/2013

TRADEMARK APPLICATIONS

Grantor	Trademark	Application Number	Application Date	Status
Excentus Corporation	EXCENTUS and Design 	87379239	03/21/2017	ITU Allowed
Excentus Corporation	EXCENTUS and Design 	87425897	04/26/2017	ITU Allowed
Excentus Corporation	EXCENTUS and Design 	87427806	04/27/2017	ITU Allowed
Excentus Corporation	EXCENTUS and Design 	87427759	04/27/2017	ITU Allowed
Excentus Corporation	P and Design 	87615370	09/20/2017	ITU Allowed
Excentus Corporation	P and Design 	87620620	09/25/2017	ITU Allowed
Excentus Corporation	P PUNCHOUT and Design 	87620630	09/25/2017	ITU Published
Excentus Corporation	P PUNCHOUT and Design 	87620635	09/25/2017	ITU Published
Excentus Corporation	EXCENTUS and Design 	87658953	10/25/2017	ITU Allowed
Excentus Corporation	EXCENTUS and Design 	87658943	10/25/2017	ITU Allowed
Excentus Corporation	360 CONVENIENCE	87835926	03/15/2018	ITU Pending – Application Suspended
Outsite Networks, Inc.	FREQUENTFILLER	78/032,879	10/30/2000	Abandoned