

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515653

<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>
Inbox Marketer Corporation		03/22/2019	Corporation: ONTARIO
The Arrendale Group LLC d/b/a Inbox Pros		03/22/2019	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Balance Point Capital Partners II, L.P., as Collateral Agent		
<b>Street Address:</b>	285 Riverside Avenue, Suite 200		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86683989	CONNECT	
<b>Registration Number:</b>	4460849	INBOX MARKETER	
<b>Registration Number:</b>	4363081	UMPIRE	
<b>Registration Number:</b>	4542758	POSTMASTER KID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3125778467		
<b>Email:</b>	rebecca.paul@kattenlaw.com		
<b>Correspondent Name:</b>	Rebecca A. Paul c/o Katten Muchin		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Rebecca A. Paul		
<b>SIGNATURE:</b>	/Rebecca A. Paul/		
<b>DATE SIGNED:</b>	03/22/2019		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of March 22, 2019 by and among INBOX MARKETER CORPORATION, a corporation incorporated pursuant to the laws of the Province of Ontario (“*Inbox Marketer*”), THE ARRENDALE GROUP LLC d/b/a Inbox Pros (“*Arrendale*”, and together with Inbox Marketer, each a “*Grantor*” and collectively, the “*Grantors*”) and BALANCE POINT CAPITAL PARTNERS II, L.P., a Delaware limited partnership (“*Balance Point*”), in its capacity as the initial purchaser of Notes and Warrants under the Note Purchase Agreement (in such capacity, the “*Purchaser*”) and as the collateral agent for itself and any future assigns (in such capacity the “*Collateral Agent*”).

### RECITALS

**A.** The Purchaser has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “*Closing Date Notes*”) in the amounts and manner set forth in that certain Note and Warrant Purchase and Security Agreement, dated as of the date hereof, by and among TRENDLINE INTERACTIVE LLC, a Texas limited liability company (“*Note Issuer*”), TRENDLINE INTERACTIVE HOLDINGS, LLC, a Delaware limited liability company (“*Warrant Issuer*”, and together with Note Issuer, each an “*Issuer*” and collectively, the “*Issuers*”), the Grantors, the other Note Parties party thereto and Collateral Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “*Note Purchase Agreement*”). Capitalized terms used but not otherwise defined herein are defined in the Note Purchase Agreement. The Purchaser is willing to purchase the Closing Date Notes from Note Issuer, but only upon the condition, among others, that the Grantors shall grant to Collateral Agent, for the benefit of itself and any other Purchaser, a security interest in certain Intellectual Property to secure the obligations of the Grantors under the Note Purchase Agreement.

**B.** Pursuant to the terms of the Note Purchase Agreement, the Grantors have granted to Collateral Agent, for the benefit of itself and any other Purchaser, a security interest in all of the Grantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Note Purchase Agreement, the Grantors hereby represent, warrant, covenant and agree as follows:

### AGREEMENT

To secure their Obligations under the Note Purchase Agreement, the Grantors grant and pledge to Collateral Agent, for the benefit of themselves and any other Purchaser, a security interest in all of such Grantors’ rights, title and interest in, to and under their Intellectual Property (including without limitation Intellectual Property listed on Exhibit A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions

continuations, renewals, extensions and continuations-in-part thereof, in each case to the extent constituting Collateral (collectively, the “*Intellectual Property Collateral*”).

This security interest is granted in conjunction with the security interest granted to Collateral Agent under the Note Purchase Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Collateral Agent’s rights and remedies under this Agreement, the Note Purchase Agreement and the Note Documents shall be cumulative and Collateral Agent shall have all other rights and remedies not inconsistent with this Agreement and the Note Purchase Agreement as provided by law or in equity. In the event of any conflict or inconsistency between this Agreement and the Note Purchase Agreement (or any portion hereof or thereof), the terms of the Note Purchase Agreement shall prevail.

This Agreement shall terminate and the Lien on and security interest in the Intellectual Property Collateral shall be released upon the payment and performance of the Obligations. Upon the termination of this Agreement, the Collateral Agent shall, at the sole cost and expense of the Grantors, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Intellectual Property Collateral granted herein.

The Grantors represent and warrant that Exhibit A attached hereto sets forth, as of the date hereof, any and all intellectual property rights constituting Intellectual Property Collateral in connection to which the Grantors have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

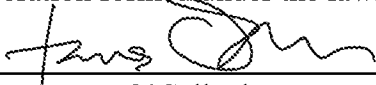
**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

Address of Inbox Marketer:

2 Wyndham Street North  
Guelph, ON  
N1H4E3, CAN  
Attn: James O'Callaghan


**INBOX MARKETER CORPORATION**, a corporation formed under the laws of Ontario

By:   
Name: James O'Callaghan  
Title: Secretary

Address of Arrendale:

1995 North Park Place  
Suite 300  
Atlanta, GA 30339  
Attn: James O'Callaghan

**THE ARRENDALE GROUP LLC D/B/A INBOX PROS**, a Georgia limited liability company

By:   
Name: James O'Callaghan  
Title: Secretary

With copy to (which shall not constitute notice):

Dickinson Wright PLLC  
500 Woodward Avenue  
Suite 4000  
Detroit, MI 48226  
Attn: Allison R. Bach

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**COLLATERAL AGENT:**

Address of Collateral Agent:

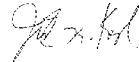
Balance Point Capital Partners II, L.P.  
285 Riverside Avenue  
Suite 200  
Westport, CT 06880  
Attn: Justin M. Kaplan

With copy to (which shall not constitute notice):

Katten Muchin Rosenman LLP  
525 W. Monroe Street  
Chicago, IL 60661  
Attn: Michael Jacobson

**BALANCE POINT CAPITAL PARTNERS II, L.P.**, a Delaware limited partnership

By: Balance Point Capital Managers II, LLC, its General Partner

By:   
Name: Justin Kaplan  
Title: Member

**EXHIBIT A**

**INTELLECTUAL PROPERTY**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Owner/Applicant</b>	<b>Lien Information</b>
CONNECT	86683989	7/6/15	N/A	N/A	Published (Pending)	INBOX MARKETER CORPORATION	N/A
INBOX MARKETER	85585034	3/30/12	4460849	1/7/14	Registered	INBOX MARKETER CORPORATION	N/A
UMPIRE	85444028	10/11/11	4363081	7/9/13	Registered	INBOX MARKETER CORPORATION	N/A
POSTMASTER KID	86074333	9/25/13	4542758	6/3/14	Registered	THE ARRENDALE GROUP	N/A