

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HART INTERCIVIC, INC.		04/02/2019	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC, as Collateral Agent
Street Address:	2 Greenwich Plaza
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4773254	VERITY
Registration Number:	3613926	VBO
Registration Number:	3255209	HART INTERCIVIC
Registration Number:	3058690	ESLATE
Registration Number:	2906270	H
Registration Number:	2837160	BALLOT NOW
Registration Number:	2978082	ESLATE
Registration Number:	3305756	HART INTERCIVIC

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 37745.00005

TRADEMARK

NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	04/09/2019
Total Attachments: 3 source=5. Silver Point - Hart - Short-Form Trademarks Security Agreement [Executed]#page1.tif source=5. Silver Point - Hart - Short-Form Trademarks Security Agreement [Executed]#page2.tif source=5. Silver Point - Hart - Short-Form Trademarks Security Agreement [Executed]#page3.tif	

SHORT-FORM TRADEMARKS SECURITY AGREEMENT

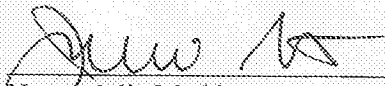
WHEREAS, HART INTERCIVIC, INC. (the “Grantor”) has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademarks Security Agreement entered into the Pledge and Security Agreement dated as of April 2, 2019 (as modified from time to time, the “Security Agreement”), in which the Grantor has granted certain interests in favor of Silver Point Finance, LLC, as Collateral Agent (“Collateral Agent”) for the benefit of the Secured Parties (as defined therein); and


WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with Collateral Agent and the Secured Parties to execute this Short-Form Trademarks Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the Trademarks (as defined in the Security Agreement), whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including those listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademarks Security Agreement and the Security Agreement, the Security Agreement shall control.

HART INTERCIVIC, INC.,
as Grantor

By: 
Name: Julie Mathis
Title: Chief Financial Officer

SCHEDULE OF
REGISTERED TRADEMARKS

Word or Design Mark	Registration Number	Serial Number	Registration Date	Owner of Record
VERITY	4773254	85718606	July 14, 2015	Hart InterCivic, Inc.
VBO	3613926	78795029	April 28, 2009	Hart InterCivic, Inc.
HART INTERCIVIC	3255209	78795040	June 26, 2007	Hart InterCivic, Inc.
ESLATE	3058690	78338454	February 14, 2006	Hart InterCivic, Inc.
	2906270	78239961	November 30, 2004	Hart InterCivic, Inc.
BALLOT NOW	2837160	78058486	April 27, 2004	Hart InterCivic, Inc.
ESLATE	2978082	78009381	July 26, 2005	Hart InterCivic, Inc.
HART INTERCIVIC	3305756	77068142	October 9, 2007	Hart InterCivic, Inc.