

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514016

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                          |
| <b>NATURE OF CONVEYANCE:</b> | TRADEMARK SECURITY AGREEMENT FIRST LIEN |
| <b>SEQUENCE:</b>             | 1                                       |

## CONVEYING PARTY DATA

| Name                  | Formerly | Execution Date | Entity Type                     |
|-----------------------|----------|----------------|---------------------------------|
| Inmar Analytics, Inc. |          | 03/12/2019     | Corporation: NORTH CAROLINA     |
| You Technology, LLC   |          | 03/12/2019     | Limited Liability Company: OHIO |

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | Credit Suisse AG, Cayman Islands Branch as Administrative Agent |
| <b>Street Address:</b> | 11 Madison Avenue   |
| <b>City:</b>           | New York  |
| <b>State/Country:</b>  | NEW YORK  |
| <b>Postal Code:</b>    | 10010   |
| <b>Entity Type:</b>    | Bank: CAYMAN ISLANDS  |

## PROPERTY NUMBERS Total: 11

| Property Type               | Number   | Word Mark        |
|-----------------------------|----------|------------------|
| <b>Registration Number:</b> | 3958027  | YOU TECHNOLOGY U |
| <b>Registration Number:</b> | 4501991  | UCONNECT         |
| <b>Registration Number:</b> | 4501990  | UCOUPON          |
| <b>Registration Number:</b> | 4475491  | UENGAGE          |
| <b>Registration Number:</b> | 4478380  | UINSIGHT         |
| <b>Registration Number:</b> | 4498344  | UPROMOTE         |
| <b>Serial Number:</b>       | 86687672 | COUPONCIERGE     |
| <b>Serial Number:</b>       | 87569409 | YOU TECH         |
| <b>Serial Number:</b>       | 87569411 | YOUTECH          |
| <b>Serial Number:</b>       | 87572783 | Y                |
| <b>Serial Number:</b>       | 77497675 | YOU TECHNOLOGIES |

## CORRESPONDENCE DATA

Fax Number: 8004947512

*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: 202-370-4750

TRADEMARK

**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** MELONY SOT  
**Address Line 1:** 1025 VERMONT AVE NW, SUITE 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 1057608 First lien TM

**NAME OF SUBMITTER:** Christian Craft

**SIGNATURE:** /Christian Craft/

**DATE SIGNED:** 03/13/2019

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the entity identified as grantor on the signature pages hereto (the “Grantor”) in favor of Credit Suisse AG, Cayman Islands Branch as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “Administrative Agent”).

**WHEREAS**, the Grantor is a party to a First Lien Security Agreement, dated as of May 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

### Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### Section 2. *Grant of Security Interest*

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”); provided, that the Trademark Collateral shall not include any Excluded Assets:

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,
- (ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise

recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

Section 2.1 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### Section 3. *Security Agreement*

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### Section 4. *Recordation*

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

### Section 5. *Termination*

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

### Section 6. *Governing Law*

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY

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.

YOU TECHNOLOGY, LLC

By:



Name: L. David Mounts

Title: Chief Executive Officer

INMAR ANALYTICS, INC.

By:



Name: L. David Mounts

Title: Chief Executive Officer

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH,  
as Administrative Agent

By: 

Name:

Title:

NUPUR KUMAR

AUTHORIZED SIGNATORY

By: 

Name:

Title:

Joan Park

Authorized Signatory

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

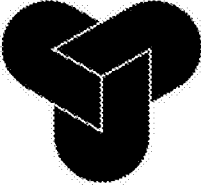
**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

US Trademark Registrations:

| <u>Owner</u>        | <u>Mark</u>                           | <u>Registration Number</u> |
|---------------------|---------------------------------------|----------------------------|
| You Technology, LLC | <b>YOU</b> <sup>®</sup><br>Technology | 3958027                    |
| You Technology, LLC | uConnect                              | 4501991                    |
| You Technology, LLC | uCoupon                               | 4501990                    |
| You Technology, LLC | uEngage                               | 4475491                    |
| You Technology, LLC | uInsight                              | 4478380                    |
| You Technology, LLC | uPromote                              | 4498344                    |

US Trademark Applications

| <u>Owner</u>        | <u>Trademark</u> | <u>Reg. No.</u><br>(App. No.) | <u>Reg. Date</u><br>(App. Date) | <u>Status/</u><br><u>Comments</u> |
|---------------------|------------------|-------------------------------|---------------------------------|-----------------------------------|
| You Technology, LLC | COUPONCIERGE     | 86687672                      | 07/09/2015                      | Pending<br>(ITU)                  |
| You Technology, LLC | You Tech         | 87569409                      | 08/15/2017                      | Pending<br>(ITU)                  |
| You Technology, LLC | You Tech         | 87569411                      | 08/15/2017                      | Pending<br>(ITU)                  |

| <u>Owner</u>        | <u>Trademark</u>  | <u>Reg. No.</u><br><u>(App. No.)</u> | <u>Reg. Date</u><br><u>(App. Date)</u> | <u>Status/</u><br><u>Comments</u> |
|---------------------|---|--------------------------------------|--|-----------------------------------|
| You Technology, LLC |  | 87572783                             | 08/17/2017                             | Pending<br><br>(ITU)              |
| You Technology, LLC | YOU TECHNOLOGIES  | 77497675                             | 6/12/2008                              | Abandoned                         |