

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514018

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SECOND LIEN
SEQUENCE:	2

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

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

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3958027	YOU TECHNOLOGY U
Registration Number:	4501991	UCONNECT
Registration Number:	4501990	UCOUPON
Registration Number:	4475491	UENGAGE
Registration Number:	4478380	UINSIGHT
Registration Number:	4498344	UPROMOTE
Serial Number:	86687672	COUPONCIERGE
Serial Number:	87569409	YOU TECH
Serial Number:	87569411	YOUTECH
Serial Number:	87572783	Y
Serial Number:	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 Second Lien TM

NAME OF SUBMITTER: Christian Craft

SIGNATURE: /Christian Craft/

DATE SIGNED: 03/13/2019

Total Attachments: 7

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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 Second 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

CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

Section 7. *Counterparts*

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

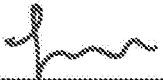
CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Administrative Agent

By:



Name: NUPUR KUMAR
Title: AUTHORIZED SIGNATORY

By:



Name: John Park
Title: Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

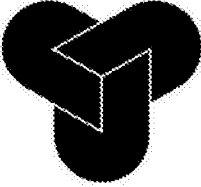
SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

US Trademark Registrations:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
You Technology, LLC	YOU [®] 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> (App. No.)	<u>Reg. Date</u> (App. Date)	<u>Status/</u> <u>Comments</u>
You Technology, LLC	COUPONCIERGE	86687672	07/09/2015	Pending (ITU)
You Technology, LLC	You Tech	87569409	08/15/2017	Pending (ITU)
You Technology, LLC	You Tech	87569411	08/15/2017	Pending (ITU)

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