

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522087

|   |   |  |  |
|---|---|--|--|
| <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>                     |
| Spark Commerce, LLC   |   | 05/03/2019                               | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |  |  |
| <b>Name:</b>  | PNC Bank, National Association, as Administrative Agent |  |  |
| <b>Street Address:</b>  | 500 First Avenue  |  |  |
| <b>Internal Address:</b>  | Commercial Loan Service Center/DCC                      |  |  |
| <b>City:</b>  | Pittsburgh  |  |  |
| <b>State/Country:</b>   | PENNSYLVANIA  |  |  |
| <b>Postal Code:</b>   | 15219   |  |  |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES             |  |  |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |  |  |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>                         |  |
| <b>Registration Number:</b>   | 4542429   | SPARK COMMERCE                           |  |
| <b>Registration Number:</b>   | 4469305   | GIVING INCENTIVES FOR TRANSACTING (GIFT) |  |
| <b>CORRESPONDENCE DATA</b>  |   |  |  |
| <b>Fax Number:</b>  | 2125562222  |  |  |
| <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>   | 2127905315  |  |  |
| <b>Email:</b>   | dnelson@kslaw.com                                       |  |  |
| <b>Correspondent Name:</b>  | Danielle Nelson c/o King & Spalding LLP                 |  |  |
| <b>Address Line 1:</b>  | 1185 Avenue of the Americas                             |  |  |
| <b>Address Line 2:</b>  | FL 35   |  |  |
| <b>Address Line 4:</b>  | New York, NEW YORK 10036                                |  |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 18876.515045  |  |  |
| <b>NAME OF SUBMITTER:</b>   | Danielle Nelson   |  |  |
| <b>SIGNATURE:</b>   | /s/ Danielle Nelson                                     |  |  |
| <b>DATE SIGNED:</b>   | 05/03/2019  |  |  |
| <b>Total Attachments: 5</b>   |   |  |  |
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source=Project Unite - Trademark Security Agreement (Spark) (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of May 3, 2019, is made by Spark Commerce, LLC (the “Grantor”), in favor of PNC Bank, National Association, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 3, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among UniteCo Merger Sub, LLC, a Delaware limited liability company, to be merged with and into CustomInk, LLC, a Delaware limited liability company, CustomInk Parent, LLC, a Delaware limited liability company, the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent, the Lenders, the L/C Issuers and each other Secured Party have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of May 3, 2019 in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, each other Secured Party and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders, the L/C Issuers and each other Secured Party to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its registrations and applications for registration for United States Trademarks (other than those relating solely to Foreign Subsidiaries (as defined in the Credit Agreement)), 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.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Excluded Collateral, including, without limitation, a Trademark application that is filed on an "intent-to-use" basis prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use Trademark application under applicable United States law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

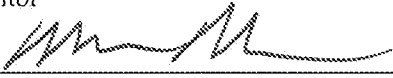
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


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

SPARK COMMERCE, LLC  
as Grantor

By:   
Name: Michael Kumin  
Title: Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By:   
Name Graham Holding  
Title Vice President

**Schedule 1**

**Trademarks**

| <b>Owner</b>              | <b>Title</b>  | <b>Application No.</b> | <b>Application Date</b> | <b>Registration No.</b> | <b>Registration Date</b> | <b>Case Status</b> |
|---------------------------|---|------------------------|-------------------------|-------------------------|--------------------------|--------------------|
| SPARK<br>COMMERCE,<br>LLC | SPARK<br>COMMERCE                                   | 86/036016              | Aug-13-2013             | 4542429                 | 03-JUN-2014              | Registered         |
| SPARK<br>COMMERCE,<br>LLC | Giving Incentive<br>For Transacting<br>(GIFT) image | 85/882041              | Mar-21--2013            | 4469305                 | 21-Jan-2014              | Registered         |