

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525919

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Appriss Inc.		05/31/2019	Corporation: DELAWARE
The Retail Equation, Inc.		05/31/2019	Corporation: DELAWARE
HD Information, LLC		05/31/2019	Limited Liability Company: DELAWARE
OpenBeds Inc.		05/31/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC, as Collateral Agent
Street Address:	100 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Serial Number:	87300647	KNOWLEDGE FOR GOOD
Serial Number:	88340521	SMARTCRIM
Serial Number:	88328324	VISANO
Serial Number:	88148634	ERVIVE
Registration Number:	3086457	ALERTXPRESS
Registration Number:	2533888	APPRISS
Registration Number:	5315768	APPRISS
Registration Number:	5315769	APPRISS
Registration Number:	5421745	
Registration Number:	5323041	
Registration Number:	5404977	ARRESTWATCH
Registration Number:	3958442	CHOICE
Registration Number:	2957186	JUSTICEXCHANGE
Registration Number:	3225958	METHCHECK
Registration Number:	4399414	MOBILEPATROL
Registration Number:	5315778	MP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4172395	MONEYTRACK
Registration Number:	5311076	NARXCARE
Registration Number:	5498943	NARXCARE
Registration Number:	4376302	NARXCHECK
Registration Number:	4470595	NARXCHECK
Registration Number:	3905312	NPLEX
Registration Number:	4887061	PMP GATEWAY
Registration Number:	5498944	PMP GATEWAY
Registration Number:	3858466	REGISTRATION LINK
Registration Number:	4207136	RISKCHECKNOW
Registration Number:	5415792	RISKCHECKNOW
Registration Number:	3368186	RXSENTRY
Registration Number:	1985527	VINE
Registration Number:	5436453	VINE
Registration Number:	3131240	VINE PROTECTIVE ORDER
Registration Number:	3082633	VINELINK
Registration Number:	5436454	VINEMOBILE
Registration Number:	3727644	HYGENICSDATA ADVANCED DATA SOLUTIONS
Registration Number:	4701580	OPENBEDS
Registration Number:	5679008	INCENT
Registration Number:	5288063	RETAIL REWARDS
Registration Number:	5338869	RETAIL REWARDS
Registration Number:	3245778	RETURN ACTIVITY REPORT
Registration Number:	2458097	RETURN EXCHANGE
Registration Number:	3474219	RETURN REWARDS
Registration Number:	5666596	SECURE
Registration Number:	5666595	SECURE
Registration Number:	3974856	THE RETAIL EQUATION
Registration Number:	5314030	VERIFY
Registration Number:	5428571	VERIFY
Registration Number:	3995622	VERIFY RETURN AUTHORIZATION
Registration Number:	2429343	VERIFY-1

CORRESPONDENCE DATA

Fax Number: 2123548113

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: 6463667120

Email: iprecordations@whitecase.com

Correspondent Name: Daniel Gold
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1182886-0075-N997

NAME OF SUBMITTER: Daniel Gold

SIGNATURE: /Daniel Gold/

DATE SIGNED: 05/31/2019

Total Attachments: 7

source=Appriss - IPSA - Trademark Security Agt (Executed)#page1.tif

source=Appriss - IPSA - Trademark Security Agt (Executed)#page2.tif

source=Appriss - IPSA - Trademark Security Agt (Executed)#page3.tif

source=Appriss - IPSA - Trademark Security Agt (Executed)#page4.tif

source=Appriss - IPSA - Trademark Security Agt (Executed)#page5.tif

source=Appriss - IPSA - Trademark Security Agt (Executed)#page6.tif

source=Appriss - IPSA - Trademark Security Agt (Executed)#page7.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2019 (this “Trademark Security Agreement”), made by each of the undersigned Grantors (each a “Grantor”), in favor of GOLUB CAPITAL MARKETS LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among APPRISS HOLDINGS, INC., a Delaware corporation (the “Borrower”), ALERT INTERMEDIATE HOLDINGS II, INC., a Delaware corporation (“Holdings”), the Subsidiaries of the Borrower party thereto from time to time and GOLUB Capital MARKETS LLC, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, each Grantor is party to the Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Borrower, Holdings, the other Grantors from time to time party thereto and the Collateral Agent for the benefit of the Secured Parties pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of such Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, 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.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.


[Signature pages follow]

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006658 FRAME: 0868

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.

APPRISS INC.,
a Delaware corporation,
as a Grantor

By: 
Name: Jeffrey S. Byal
Title: Chief Financial Officer

HD INFORMATION, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Jeffrey S. Byal
Title: Chief Financial Officer

OPENBEDS INC.,
a Delaware corporation,
as a Grantor

By: 
Name: Jeffrey S. Byal
Title: Chief Financial Officer

THE RETAIL EQUATION, INC.,
a Delaware corporation,
as a Grantor

By: 
Name: Jeffrey S. Byal
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: _____

Name: Robert G. Tuchscherer

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006658 FRAME: 0870

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT TRADEMARK
REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications –

Loan Party – Owner	Trademark	App. Number	App. Date
Appriss Inc.	KNOWLEDGE FOR GOOD	87300647	13-JAN-2017
Appriss Inc.	SMARTCRIM	88340521	14-MAR-2019
Appriss Inc.	VISANO	88328324	06-MAR-2019
Appriss Inc.	ERVIVE	88148634	09-OCT-2018

Registrations –

Loan Party – Owner	Trademark	Registration Number	Registration Date
Appriss Inc.	ALERTXPRESS	3,086,457	25-Apr-2006
Appriss Inc.	APPRISS	2,533,888	29-Jan-2002
Appriss Inc.	APPRISS	5,315,768	24-Oct-2017
Appriss Inc.	APPRISS	5,315,769	24-Oct-2017
Appriss Inc.	APPRISS (DESIGN LOGO)	5,421,745	13-Mar-2018
Appriss Inc.	APPRISS (DESIGN LOGO)	5,323,041	31-Oct-2017
Appriss Inc.	ARRESTWATCH	5,404,977	20-Feb-2018
Appriss Inc.	CHOICE	3,958,442	10-May-2011
Appriss Inc.	JUSTICEXCHANGE	2,957,186	31-May-2005
Appriss Inc.	METHCHECK	3,225,958	03-Apr-2007
Appriss Inc.	MOBILEPATROL	4,399,414	10-Sep-2013
Appriss Inc.	MP & Design (DESIGN)	5,315,778	24-Oct-2017
Appriss Inc.	MONEYTRACK	4,172,395	10-Jul-2012
Appriss Inc.	NARXCARE	5,311,076	17-Oct-2017
Appriss Inc.	NARXCARE (DESIGN LOGO)	5,498,943	19-Jun-2018
Appriss Inc.	NARXCHECK	4,376,302	30-Jul-2013
Appriss Inc.	NARXCHECK (STYLIZED)	4,470,595	21-Jan-2014
Appriss Inc.	NPLEX	3,905,312	11-Jan-2011

Appriss Inc.	PMP GATEWAY	4,887,061	12-Jan-2016
Appriss Inc.	PMP GATEWAY (DESIGN)	5,498,944	19-Jun-2018
Appriss Inc.	REGISTRATION LINK	3,858,466	05-Oct-2010
Appriss Inc.	RISKCHECKNOW	4,207,136	11-Sep-2012
Appriss Inc.	RISKCHECKNOW (DESIGN LOGO)	5,415,792	06-Mar-2018
Appriss Inc.	RXSENTRY	3,368,186	15-Jan-2008
Appriss Inc.	VINE	1,985,527	09-Jul-1996
Appriss Inc.	VINE (DESIGN LOGO)	5,436,453	03-Apr-2018
Appriss Inc.	VINE PROTECTIVE ORDER	3,131,240	15-Aug-2006
Appriss Inc.	VINELINK	3,082,633	18-Apr-2006
Appriss Inc.	VINEMOBILE	5,436,454	03-Apr-2018
HD Information, LLC	HYGENICSDATA ADVANCED DATA SOLUTIONS (& DESIGN)	3,727,644	22-Dec-2009
Openbeds Inc.	OPENBEDS	4,701,580	10-Mar-2015
The Retail Equation, Inc.	INCENT	5679008	19-Feb-19
The Retail Equation, Inc.	RETAIL REWARDS	5,288,063	12-Sep-2017
The Retail Equation, Inc.	RETAIL REWARDS (DESIGN LOGO)	5,338,869	21-Nov-2017
The Retail Equation, Inc.	RETURN ACTIVITY REPORT	3,245,778	29-May-2007
The Retail Equation, Inc.	RETURN EXCHANGE	2,458,097	05-Jun-2001
The Retail Equation, Inc.	RETURN REWARDS	3,474,219	22-Jul-2008
The Retail Equation, Inc.	SECURE	5,666,596	29-Jan-2019
The Retail Equation, Inc.	SECURE (DESIGN LOGO)	5,666,595	29-Jan-2019
The Retail Equation, Inc.	THE RETAIL EQUATION	3,974,856	07-Jun-2011
The Retail Equation, Inc.	VERIFY	5,314,030	17-Oct-2017
The Retail Equation, Inc.	VERIFY	5,428,571	20-Mar-2018
The Retail Equation, Inc.	VERIFY RETURN AUTHORIZATION	3,995,622	19-Jul-2011

The Retail Equation, Inc.	VERIFY-1	2,429,343	20-Feb-2001
------------------------------	----------	-----------	-------------