

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Afiniti, Inc.	FORMERLY SATMAP Incorporated	06/13/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VCP CAPITAL MARKETS, LLC		
Street Address:	Four Embarcadero Center, 20th Floor		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5040554	A BETTER PAIR	
Registration Number:	4908889	AFINITI	
Registration Number:	4964594	AFINITI	
Registration Number:	5689082	PAIR BETTER	
Registration Number:	4424610	SATMAP	
Serial Number:	87879833	AFINITI	
Serial Number:	88179932	AFINITI	
Serial Number:	87879829	AFINITI LINK	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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>			
Phone:	2149692741		
Email:	blove@akingump.com		
Correspondent Name:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	700858.0004		
NAME OF SUBMITTER:	Brenda Love		

CH \$215.00 5040554

SIGNATURE:	/Brenda Love/
DATE SIGNED:	06/16/2019
Total Attachments: 5 source=Afiniti - Trademark Security Agreement (Executed)_(174228328)_(1)#page1.tif source=Afiniti - Trademark Security Agreement (Executed)_(174228328)_(1)#page2.tif source=Afiniti - Trademark Security Agreement (Executed)_(174228328)_(1)#page3.tif source=Afiniti - Trademark Security Agreement (Executed)_(174228328)_(1)#page4.tif source=Afiniti - Trademark Security Agreement (Executed)_(174228328)_(1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by Afiniti, Inc. (f/k/a SATMAP Incorporated), a Delaware corporation (the "Grantor"), in favor of VCP CAPITAL MARKETS, LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement dated as of June 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, the other Grantors party thereto and the Collateral Agent, in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement used herein have the respective meanings assigned thereto in the Credit Agreement or the Security Agreement, in each case, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guarantees, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and 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:

- (a) all Trademarks of the Grantor listed on Schedule I attached hereto, including all goodwill associated therewith; and
- (b) all products and Proceeds of any of the foregoing (together with clause (a), collectively, the "Trademarks").

SECTION 3. The Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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. Termination. Upon the termination of the Security Agreement in accordance with, or otherwise required pursuant to, Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in

recordable form releasing the lien on and security interest in the applicable Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interest in the applicable Trademarks.

SECTION 5. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS.

(A) THE TERMS OF SECTION 10.13 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

(B) EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 6. Waivers; Amendments; Modifications. Neither this Trademark Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement and subject to Section 6.02 of the Security Agreement.

SECTION 7. Notices; Communications. All communications and notices under this Trademark Security Agreement shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 8. Counterparts; Effectiveness. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart (including portable document format (PDF)) 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 the Grantor when a counterpart hereof executed on behalf of the 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 the Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantor, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that the Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement.

[Signature Pages Follow]

AFINITI, INC.,
as a Grantor

By: Phil Davis
Name: Phil Davis
Title: Chief Financial Officer

VCP CAPITAL MARKETS, LLC,

as the Collateral Agent

By:  _____

Name: David Lannsey

Title: Authorized Person

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006671 FRAME: 0024

Schedule I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Afiniti, Inc. (f/k/a SATMAP Inc.)	5040554	A BETTER PAIR
Afiniti, Inc. (f/k/a SATMAP Inc.)	4908889	AFINITI
Afiniti, Inc. (f/k/a SATMAP Inc.)	4964594	AFINITI stylized
Afiniti, Inc. (f/k/a SATMAP Inc.)	5689082	PAIR BETTER
Afiniti, Inc. (f/k/a SATMAP Inc.)	4424610	SATMAP

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Afiniti, Inc. (f/k/a SATMAP Inc.)	87/879833	AFINITI
Afiniti, Inc. (f/k/a SATMAP Inc.)	88/179932	AFINITI
Afiniti, Inc. (f/k/a SATMAP Inc.)	87/879829	AFINITI LINK