

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528335

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ingenio, LLC		06/18/2019	Limited Liability Company: DELAWARE
Horoscope.com, Inc.		06/18/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Tree Line Direct Lending, LP, as Collateral agent
Street Address:	101 California Street
Internal Address:	Suite 1700
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	87680564	FIND YOUR CLARITY
Serial Number:	87847920	FIND YOUR CLARITY
Serial Number:	87228968	INGENIO
Serial Number:	87228958	INGENIO
Serial Number:	87847875	KEEN
Serial Number:	87680455	KEEN
Serial Number:	87847898	
Serial Number:	85032957	HOROSCOPE COM

CORRESPONDENCE DATA

Fax Number:

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: 4045723401

Email: ssheesley@kslaw.com

Correspondent Name: Steven Sheesley

Address Line 1: 1180 Peachtree Street NE

Address Line 2: King & Spalding LLP

TRADEMARK

Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	22036.009005
NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	06/19/2019
Total Attachments: 5 source=06b - Ingenio - Trademark Security Agreement (Executed)#page1.tif source=06b - Ingenio - Trademark Security Agreement (Executed)#page2.tif source=06b - Ingenio - Trademark Security Agreement (Executed)#page3.tif source=06b - Ingenio - Trademark Security Agreement (Executed)#page4.tif source=06b - Ingenio - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 18, 2019, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of TREE LINE DIRECT LENDING, LP (“*Tree Line*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, Ingenio Holding Company, LLC, a Delaware limited liability company (“*Holdings*”), Ingenio, LLC, a Delaware limited liability company (“*Borrower*”), Horoscope.com, Inc., a Delaware corporation, the Subsidiaries of the Credit Parties that become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Tree Line Direct Lending LP, a Delaware limited partnership (“*Tree Line*”), as administrative agent for the Lenders (in such capacity (as successor to Western Alliance Bank pursuant to that certain Consent and Amendment to Revolving Credit and Term Loan Agreement and Agency Resignation and Substitution, dated as of June 5, 2019), together with its successors and assigns in such capacity, the “*Administrative Agent*”), and Tree Line, as the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), are parties to that certain Amended and Restated Revolving Credit and Term Loan Agreement, effective as of June 5, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), which Credit Agreement amended and restated that certain Revolving Credit and Term Loan Agreement, dated as of September 25, 2017;

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of September 25, 2017 in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to continue to make their respective extensions of credit to the Borrower under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including 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 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 security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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 Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

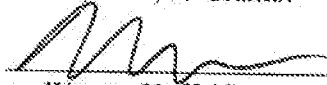
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. 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 WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

INGENIO, LLC, as Grantor

By: 
Name: Warren Heffelfinger
Title: Chief Executive Officer

HOROSCOPE.COM, INC., as Grantor

By: 
Name: Warren Heffelfinger
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS OF INGENIO, LLC

Country	Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date
United States of America	FIND YOUR CLARITY	Registered	87680564 Nov 10, 2017	5634283 Dec 18, 2018
United States of America	FIND YOUR CLARITY	Registered	87847920 Mar 23, 2018	5595454 Oct 30, 2018
United States of America	INGENIO (logo – black and white)	Registered	87228968 Nov 7, 2016	5516529 Jul 17, 2018
United States of America	INGENIO (logo – color)	Registered	87228958 Nov 7, 2016	5516528 Jul 17, 2018
United States of America	KEEN	Registered	87847875 Mar 23, 2018	5600731 Nov 6, 2018
United States of America	KEEN (and Lotus design)	Registered	87680455 Nov 10, 2017	5511944 Jul 16, 2018
United States of America	Lotus Design	Registered	87847898 Mar 23, 2018	5595449 Oct 30, 2018

2. REGISTERED TRADEMARKS OF HOROSCOPE.COM, INC.

Country	Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date
United States of America	HOROSCOPE.COM (and design)	Registered	85032957 May 7, 2010	3940150 Apr 5, 2011