

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529786

<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>
STRATIVITY GROUP, LLC		06/28/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AUDAX PRIVATE DEBT LLC		
<b>Street Address:</b>	101 HUNTINGTON AVENUE		
<b>Internal Address:</b>	25TH FLOOR		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5335702	BE. LEAD. DO!	
<b>Registration Number:</b>	5335701	BE. LEAD. DO!	
<b>Registration Number:</b>	4936468	CX MASTERS	
<b>Registration Number:</b>	4959817	CX MASTERS	
<b>Serial Number:</b>	87662207	FUTURE READY IMPACT	
<b>Registration Number:</b>	4820599	STRATIVITY	
<b>Registration Number:</b>	4820600	STRATIVITY	
<b>Registration Number:</b>	5713142	TOUCHPOINT DASHBOARD	
<b>Registration Number:</b>	4775309	UNLOCK EXCEPTIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		

CH \$240.00 5335702

**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

**ATTORNEY DOCKET NUMBER:** 12068.002 Lieberman

**NAME OF SUBMITTER:** Kimberley A. Lathrop

**SIGNATURE:** /Kimberley A. Lathrop/

**DATE SIGNED:** 06/28/2019

**Total Attachments: 5**

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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of June 28, 2019 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **AUDAX PRIVATE DEBT LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

**RECITALS:**

**WHEREAS**, reference is made to that certain Amended and Restated Pledge and Security Agreement, dated as of June 28, 2019 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; the capitalized terms defined therein and not otherwise defined herein being used herein as therein defined), by and among TW LRW HOLDINGS, LLC, as Holdings, SW HOLDINGS, LLC, as the Borrower, the Grantor pursuant to a Counterpart Agreement with respect thereto, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent to use applications for trademarks currently filed or filed in the future with the United States Patent and Trademark Office, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the Second Lien Credit Agreement, the provisions of the Pledge and Security Agreement or the Second Lien Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

STRATIVITY GROUP, LLC,  
as the Grantor

By:   
Name: Catherine Lindquist  
Title: Chief Financial Officer

AUDAX PRIVATE DEBT LLC,  
as Collateral Agent

By:   
Name: Adam J. Weiss  
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006681 FRAME: 0484**

SCHEDULE 1 TO  
SECOND LIEN TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

Group Company	Service Mark	Country	Appln. No./ Filing Date	Reg. No./ Reg. Date
Strativity Group, LLC	BE LEAD DO! and Design 	U.S.	86/325523 01-Jul-2014	5335702 14-Nov-2017
Strativity Group, LLC	BE. LEAD. DO!	U.S.	86/325508 01-Jul-2014	5335701 14-Nov-2017
Strativity Group, LLC	CX MASTERS	U.S.	86/745577 02-Sep-2015	4936468 12-Apr-2016
Strativity Group, LLC	CX MASTERS and Design 	U.S.	86/746049 02-Sep-2015	4959817 17-May-2016
Strativity Group, LLC	FUTURE READY IMPACT	U.S.	87/662207 27-Oct-2017	
Strativity Group, LLC	STRATIVITY	U.S.	86/279602 13-May-2014	4820599 29-Sep-2015
Strativity Group, LLC	STRATIVITY and Design 	U.S.	86/279619 13-May-2014	4820600 29-Sep-2015
Strativity Group, LLC	TOUCHPOINT DASHBOARD	U.S.	88/048430 23-Jul-2018	5713142 02-Apr-2019
Strativity Group, LLC	UNLOCK EXCEPTIONAL	U.S.	86/279627 13-May-2014	4775309 21-Jul-2015