

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM533439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement for Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INBOXDOLLARS, INC.	FORMERLY COTTERWEB ENTERPRISES, INC.	07/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Collateral Agent		
Street Address:	303 Peachtree Street, N.E.		
Internal Address:	25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4801318	DAILYREWARDS	
Registration Number:	4497067	PAID EMAIL	
Registration Number:	4276702		
Registration Number:	4272887	\$ SENDEARNINGS	
Registration Number:	4119426		
Registration Number:	4119427	THE ONLINE REWARDS CLUB THAT PAYS	
Registration Number:	4122725	INBOXDOLLARS THE ONLINE REWARDS CLUB THA	
Registration Number:	3382015	SENDEARNINGS	
Registration Number:	3382014	INBOXDOLLARS	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	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		

CH \$240.00 4801318

ATTORNEY DOCKET NUMBER:	1135397-0104-N997
NAME OF SUBMITTER:	Daniel Gold
SIGNATURE:	/Daniel Gold/
DATE SIGNED:	07/24/2019
Total Attachments: 6 source=Prodege - Supplemental Trademark Security Agreement [EXECUTED]#page1.tif source=Prodege - Supplemental Trademark Security Agreement [EXECUTED]#page2.tif source=Prodege - Supplemental Trademark Security Agreement [EXECUTED]#page3.tif source=Prodege - Supplemental Trademark Security Agreement [EXECUTED]#page4.tif source=Prodege - Supplemental Trademark Security Agreement [EXECUTED]#page5.tif source=Prodege - Supplemental Trademark Security Agreement [EXECUTED]#page6.tif	

SECURITY AGREEMENT SUPPLEMENT
FOR INTELLECTUAL PROPERTY

SUPPLEMENT NO. 1 (this “Supplement”) dated as of July 15, 2019, to the Security Agreement dated as of November 20, 2018 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantors (as defined therein) and SUNTRUST BANK (“SunTrust”), as collateral agent (the “Collateral Agent”) for the Secured Parties.

A. Reference is made to that certain Credit Agreement dated as of November 20, 2018, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PRODEGE, LLC, a California limited liability company (“Borrower”), PRODEGE HOLDINGS, LLC, a California limited liability company (“Holdings”), SunTrust, as Administrative Agent, Collateral Agent and L/C Issuer, and each lender from time to time party thereto, pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit to the Borrower and certain other Secured Parties to make other financial accommodations to the Borrowers and the Restricted Subsidiaries.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrower, Holdings and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrowers and Restricted Subsidiaries. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrowers and the Restricted Subsidiaries.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral

Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the New Grantor consisting of (i) issued and pending Patents in the United States Patent and Trademark Office, (ii) registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (iii) registered Copyrights in the United States Copyright Office and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the Collateral, including:

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule I hereto (excluding any Excluded Property);
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same (in the case of Trademarks).

SECTION 6. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 7. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 8. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable

provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 12. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

INBOXDOLLARS, INC. (f/k/a COTTERWEB ENTERPRISES, INC.),

By: 

Name: Charles M. Davis

Title: Chairman

Jurisdiction of Formation/Incorporation: Delaware

Address of Chief Executive Office: 100 N. Pacific Coast Highway, 8th Floor, El Segundo, CA 90245

SUNTRUST BANK,
as Collateral Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

	<p>INBOXDOLLARS, INC. (f/k/a COTTERWEB ENTERPRISES, INC.),</p> <p>By: _____ Name: Title:</p> <p>Jurisdiction of Formation/Incorporation: Address of Chief Executive Office:</p> <p>SUNTRUST BANK, as Collateral Agent</p> <p>By: <u>Cynthia W. Burton</u> Name: Cynthia Burton Title: Director</p>
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SCHEDULE I
TO SUPPLEMENT NO. 1 TO THE
SECURITY AGREEMENT

United States Trademark Registrations and Trademark Applications

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
DAILYREWARDS	COTTERWEB ENTERPRISES, INC.	86221683	14-MAR-2014	4801318	25-AUG-2015
PAID EMAIL	COTTERWEB ENTERPRISES, INC.	85860716	26-FEB-2013	4497067	18-MAR-2014
Design Only	COTTERWEB ENTERPRISES, INC.	85426970	20-SEP-2011	4276702	15-JAN-2013
\$ SENDEARNINGS	COTTERWEB ENTERPRISES, INC.	85328962	24-MAY-2011	4272887	08-JAN-2013
Design Only	COTTERWEB ENTERPRISES, INC.	85204718	23-DEC-2010	4119426	27-MAR-2012
THE ONLINE REWARDS CLUB THAT PAYS	COTTERWEB ENTERPRISES, INC.	85204719	23-DEC-2010	4119427	27-MAR-2012
INBOXDOLLARS THE ONLINE REWARDS CLUB THAT PAYS	COTTERWEB ENTERPRISES, INC.	85204930	23-DEC-2010	4122725	03-APR-2012
SENDEARNINGS	COTTERWEB ENTERPRISES, INC.	78974246	14-SEP-2006	3382015	12-FEB-2008
INBOXDOLLARS	COTTERWEB ENTERPRISES, INC.	78973736	13-SEP-2006	3382014	12-FEB-2008