

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CROSSMARK, INC.		07/26/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANTOR FITZGERALD SECURITIES, as administrative agent		
Street Address:	110 East 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4696876	AFINITI	
Registration Number:	4961486	AXIS	
Registration Number:	2686520		
Registration Number:	2457787	CROSSMARK	
Registration Number:	2390336	CROSSMARK	
Registration Number:	2390337	CROSSMARK	
Registration Number:	4153852	CROSSVIEW	
Registration Number:	4153851	N CROSSVIEW	
Registration Number:	4126113		
Registration Number:	4997029	MYAFINITI	
Registration Number:	3561980	HEALTHTRENDS	
Registration Number:	5079902	PROGRAMMATIC EXPERIENTIAL	
Registration Number:	4488019	OSA NOW	
Registration Number:	3422720	PROMOWORKS	
Registration Number:	2733675	PROMOWORKS	
Registration Number:	4739748	PROMOWORKS RETAIL MEDIA	
Registration Number:	4153850	RETAIL BRAND HEALTH	
Registration Number:	5509530	SERVING BRANDS BY ENGAGING SHOPPERS	
Registration Number:	4876070	SMARTER WAY. FASTER GROWTH.	

CH \$540.00 4696876

Property Type	Number	Word Mark
Registration Number:	3070444	THE WAY TO MARKET
Registration Number:	5191846	THOUGHT TO BOUGHT

CORRESPONDENCE DATA

Fax Number: 2127557306
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: 312.269.4088
Email: nytef@jonesday.com
Correspondent Name: Demoni Newman
Address Line 1: 250 Vesey Street
Address Line 4: New York, NEW YORK 10281

ATTORNEY DOCKET NUMBER:	098339-600001
NAME OF SUBMITTER:	Demoni Newman
SIGNATURE:	/Demoni Newman/
DATE SIGNED:	07/26/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 26, 2019 (this "Agreement"), among CROSSMARK, INC. (the "Grantor") and CANTOR FITZGERALD SECURITIES ("Cantor"), as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of July 26, 2019 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CM Intermediate Co., a Delaware corporation ("Holdings"), CM Acquisition Co., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), the issuing banks from time to time a party thereto (the "Issuing Banks") and Cantor as Administrative Agent, and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and Cantor as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make the Loans and the Issuing Banks to issue the Letters of Credit and as consideration for such Loans and Letters of Credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the Full Payment of the Loan Document Obligations (excluding contingent obligations as to which no claim has been made), the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In

the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 26, 2019 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”). In the event of any conflict among the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Counterparts. This Agreement 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

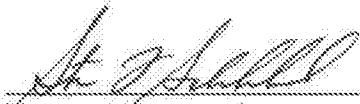
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 7. Concerning the Administrative Agent. Cantor is entering into this Agreement solely in its capacity as Administrative Agent and not in its individual capacity. In acting hereunder, the Administrative Agent shall be entitled to all of the rights, privileges and immunities set forth in the Credit Agreement and the Collateral Agreement as though fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CROSSMARK, INC., as Grantor

By: 
Name: Stephen Schuckebrook
Title: CEO & President

[Signature Page to Trademark Security Agreement - TBTL]

TRADEMARK
REEL: 006704 FRAME: 0707

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


CROSSMARK. INC., as Grantor

By

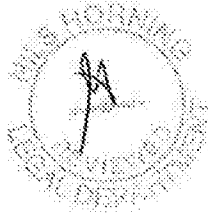
Name: Stephen Schuckenbrock
Title: CEO & President

**CANTOR FITZGERALD SECURITIES, as
Administrative Agent,**


By:






Name: James Buccola
Title: Head of Fixed Income



Schedule I

Owner	Mark	Jurisdiction	Status
Crossmark, Inc.	AFINITI and Design  Serial No.: 86/103,930 Filing Date: 10/29/2013	United States	Registration No. 4,696,876 Registered: 03/03/2015
Crossmark, Inc.	AXIS Serial No.: 86/612,604 Filing Date: 04/28/2015	United States	Registration No. 4,961,486 Registered: 05/17/2016
Crossmark, Inc.	 Serial No.: 78/002,819 Filing Date: 04/06/2000	United States	Registration No. 2,686,520 Registered: 02/11/2003
Crossmark, Inc.	CROSSMARK Serial No.: 75/520,209 Filing Date: 07/16/1998	United States	Registration No.: 2,457,787 Registered: 06/05/2001
Crossmark, Inc.	CROSSMARK and Design  Serial No.: 75/533,332 Filing Date: 08/10/1998	United States	Registration No.: 2,390,336 Registered: 09/26/2000
Crossmark, Inc.	CROSSMARK and Design with Color  Serial No.: 75/533,335 Filing Date: 08/10/1998	United States	Registration No.: 2,390,337 Registered: 09/26/2000
Crossmark, Inc.	CROSSVIEW Serial No.: 85/443,112 Filing Date: 10/10/2011	United States	Registration No.: 4,153,852 Registered: 06/05/2012

Owner	Mark	Jurisdiction	Status
Crossmark, Inc.	CROSSVIEW Stylized  Serial No.: 85/443,110 Filing Date: 10/10/2011	United States	Registration: 4,153,851 Registered: 06/05/2012
Crossmark, Inc.	Arch Design  Serial No.: 85/062,372 Filing Date: 06/14/2010	United States	Registration No.: 4,126,113 Registered: 04/10/2012
Crossmark, Inc.	MYAFINITI Serial No.: 86/814948 Filing Date: 11/10/2015	United States	Registration No.: 4,997,029 Registered: 07/12/2016
Crossmark, Inc.	HEALTHTRENDS Serial No.: 77/257064 Filing Date: 08/16/2007	United States	Registration No.: 3,561,980 Registered: 01/13/2009
Crossmark, Inc.	PROGRAMMATIC EXPERIENTIAL Serial No.: 86/848,858 Filing Date: 12/14/2015	United States	Registration No.: 5,079,902 Registered: 11/08/2016
Crossmark, Inc.	OSA NOW Serial No.: 86/004188 Filing Date: 07/08/2013	United States	Registration No.: 4,488,019 Registered: 02/25/2014
Crossmark, Inc.	PROMOWORKS Serial No.: 77/288,566 Filing Date: 09/25/2007	United States	Registration No.: 3,422,720 Registered: 05/06/2008
Crossmark, Inc.	PROMOWORKS Serial No.: 75/823,773 Filing Date: 10/15/1999	United States	Registration No.: 2,733,675 Registered: 07/08/2003
Crossmark, Inc.	PROMOWORKS RETAIL MEDIA Serial No.: 86/018,554 Filing Date: 07/24/2013	United States	Registration No.: 4,739,748 Registered: 05/19/2015
Crossmark, Inc.	RETAIL BRAND HEALTH and Design  Serial No.: 85/443,104 Filing Date: 10/10/2011	United States	Registration: 4,153,850 06/05/2012

Owner	Mark	Jurisdiction	Status
Crossmark, Inc.	SERVING BRANDS BY ENGAGING SHOPPERS Serial No.: 87/409,133 Filing Date: 04/12/2017	United States	Registration No.: 5,509,530 Registered: 07/03/2018
Crossmark, Inc.	SMARTER WAY. FASTER GROWTH. Serial No.: 86/639,703 Filing Date: 05/22/2015	United States	Registration No.: 4,876,070 Registered: 12/22/2015
Crossmark, Inc.	THE WAY TO MARKET Serial No.: 78/494,225 Filing Date: 10/04/2004	United States	Registration No.: 3,070,444 Registered: 03/21/2006
Crossmark, Inc.	THOUGHT TO BOUGHT Serial No.: 86/639,025 Filing Date: 05/22/2015	United States	Registration No.: 5,191,846 Registered: 04/25/2017