

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534679

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900508553

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CROSSMARK, INC., as Grantor		07/26/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	Two Tower Center Boulevard
City:	East Brunswick
State/Country:	NEW JERSEY
Postal Code:	08816
Entity Type:	Association: UNITED STATES

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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4876070	SMARTER WAY. FASTER GROWTH.
Registration Number:	3070444	THE WAY TO MARKET
Registration Number:	5191846	THOUGHT TO BOUGHT

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Corenda Lewis
SIGNATURE:	/Corenda Lewis/
DATE SIGNED:	08/01/2019

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CROSSMARK, INC., as Grantor

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 26, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association, as Agent

Street Address: Two Tower Center Boulevard

City: East Brunswick

State: New Jersey

Country: USA Zip: 08816

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule I attached

See Schedule I attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT Corporation

Internal Address: _____

Street Address: 4400 Easton Commons Way, Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: _____

Docket Number: _____

Email Address: Michael.Violet@wolterskluwer.com

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

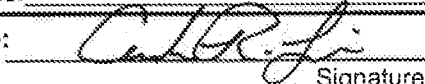
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

July 26, 2019

Date

Corenda R. Lewis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT, dated as of July 26, 2019 (this “Agreement”), among CROSSMARK, INC. (the “Grantor”) and PNC BANK, NATIONAL ASSOCIATION, as agent for the Lenders (as defined below) (in such capacity, the “Agent”).

Reference is made to the Revolving Credit and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CM Intermediate Co., a corporation organized under the laws of the State of Delaware (“Holdings”), CM Acquisition Co., a corporation organized under the laws of the State of Delaware (“CM Acquisition” and together with each Person joined thereto as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”), the Guarantors (including Grantor) signatory thereto (and together with Holdings and each Person joined thereto as a guarantor from time to time, collectively, the “Guarantors”, and each a “Guarantor”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually a “Lender”) and the Agent. The Agent and Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is a Guarantor under the Credit Agreement and is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Agent and Lenders to make the Advances and as consideration for such Advances. 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 Credit Agreement. The rules of construction specified in Section 1.4 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations (excluding contingent obligations as to which no claim has been made), the Grantor hereby grants to the Agent, its successors and assigns, for its benefit and 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. Credit Agreement. The Security Interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Credit 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 Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 4. [Reserved].

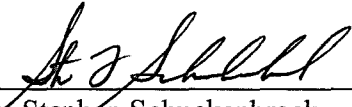
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

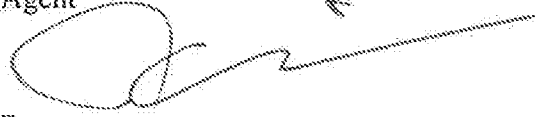
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CROSSMARK, INC., as Grantor

By: 
Name: Stephen Schuckenbrock
Title: CEO & President

PNC BANK, NATIONAL ASSOCIATION, as
Agent



By:




Name:



Title:

J Patrick Simpson
SVP

Schedule I

Registered Trademarks

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 CROSSMARK 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 CROSSMARK 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
Crossmark, Inc.	CROSSVIEW Stylized  CROSSVIEW Serial No.: 85/443,110 Filing Date: 10/10/2011	United States	Registration: 4,153,851 Registered: 06/05/2012

Owner	Mark	Jurisdiction	Status
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
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

Owner	Mark	Jurisdiction	Status
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