

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
P39 Tech LLC		08/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Elm Park Capital Management, LLC		
Street Address:	2300 N. Field Street, Suite 2180		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4082612	PEER39	
Registration Number:	4402365	PAGE LEVEL INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4159848700		
Email:	lageda@omm.com, ngeevarghese@omm.com		
Correspondent Name:	Nidhi Geevarghese/Lisa Agueda		
Address Line 1:	2 Embarcadero Center FI 28		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Lisa Agueda, Attorney		
SIGNATURE:	/Lisa Agueda/		
DATE SIGNED:	08/01/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 1st day of August, 2019, by and among the Grantor listed on the signature pages hereof ("Grantor"), and **ELM PARK CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company ("Elm Park"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated August 1, 2019 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the "Credit Agreement") by and among, Peer 39 Holdco LLC, a Delaware limited liability company ("Holdings"), P39 Tech LLC, a Delaware limited liability company ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and the Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to the Agent, for the benefit of Lender Group, that certain Security Agreement, dated as of August 1, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 37 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks to which it is a party including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

{N3857756.2}Exhibit D

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. [Reserved].

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

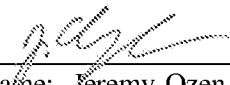
7. SERVICE OF PROCESS, CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING SERVICE OF PROCESS, CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 34 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

P39 TECH, LLC, a Delaware limited liability company

By:  _____
Name: Jeremy Ozen
Title: Manager

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

ELM PARK CAPITAL MANAGEMENT, LLC, a Delaware limited liability company

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

P39 TECH, LLC, a Delaware limited liability company

By: _____

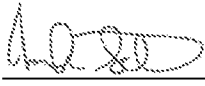
Name:

Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

ELM PARK CAPITAL MANAGEMENT, LLC, a Delaware limited liability company

By:  _____

Name: Mark Schachter

Title: Its authorized signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006710 FRAME: 0009**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registrations:

Grantor	Country	Mark	Registration No.	Registration Date
P39 Tech LLC	United States	PEER39	4,082,612	1/10/2012
P39 Tech LLC	United States	PAGE LEVEL INTELLIGENCE	4,402,365	9/17/2013
P39 Tech LLC	Argentina	PAGE LEVEL INTELLIGENCE	2,601,334	10/22/2013
P39 Tech LLC	Australia	PAGE LEVEL INTELLIGENCE	1,497,104	1/9/2013
P39 Tech LLC	Brazil	PAGE LEVEL INTELLIGENCE	840166613	7/21/2015
P39 Tech LLC	European Union	PAGE LEVEL INTELLIGENCE	10,977,536	10/23/2014

Applications:

None.