

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM538117

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Affinitiv, Inc.		08/26/2019	Corporation: DELAWARE
Affinitiv Service Software, LLC		08/26/2019	Limited Liability Company: DELAWARE
Caldwell and Kerr Inc.		08/26/2019	Corporation: FLORIDA
Dealer Product Services, LLC		08/26/2019	Limited Liability Company: DELAWARE
OneCommand, Inc.		08/26/2019	Corporation: DELAWARE
On-Line Administrators, LLC		08/26/2019	Limited Liability Company: CALIFORNIA
RealTimeAppt.com, LLC		08/26/2019	Limited Liability Company: DELAWARE
Sparq Tech LLC		08/26/2019	Limited Liability Company: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	Twin Brook Capital Partners, LLC, as Agent
<b>Street Address:</b>	111 South Wacker Drive, 36th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
<b>Serial Number:</b>	87797417	CONNECTIV1
<b>Serial Number:</b>	78571058	WIRELESS SERVICE ADVISOR
<b>Serial Number:</b>	87207310	AFFINITIV
<b>Serial Number:</b>	86877196	THE ORIGINAL TRADIGITAL AGENCY
<b>Serial Number:</b>	86877264	FULL SERVICE TRADIGITAL AGENCY
<b>Serial Number:</b>	88329993	CALDWELL & KERR A D V E R T I S I N G
<b>Serial Number:</b>	85506586	MOBILE TOUCH
<b>Serial Number:</b>	76611058	LIFECYCLE MANAGEMENT
<b>Serial Number:</b>	85506871	SOCIALBYTE

**TRADEMARK**

Property Type	Number	Word Mark
Serial Number:	86694215	DYGEN
Serial Number:	86940811	REDLINE
Serial Number:	86902275	HIGHERGEAR
Serial Number:	86006223	SOCIAL ROOTS
Serial Number:	85681366	DRIVEWAY ENVY
Serial Number:	85648057	COUNTIX
Serial Number:	85243755	CRM DONE RIGHT!
Serial Number:	77375745	ONECOMMAND
Serial Number:	78608296	COMMUNITYSAFE
Serial Number:	78297718	CALLCOMMAND
Serial Number:	85777105	AUTO PULSE
Serial Number:	78037183	TIMEHIGHWAY.COM
Serial Number:	86674520	EMBER SOCIAL

**CORRESPONDENCE DATA**

**Fax Number:** 3129021061

*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:** 312-577-8438

**Email:** raquel.haleem@kattenlaw.com

**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman

**Address Line 1:** 525 West Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	08/26/2019

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 26<sup>th</sup> day of August, 2019 by each of the undersigned "Grantors" (each a "Grantor" and, collectively, the "Grantors") in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) (in such capacity, "Grantee"):

**WITNESSETH**

WHEREAS, the Grantors, the Borrowers, the other Loan Parties from time to time party thereto, Grantee, and the financial institutions party thereto from time to time as Lenders have entered into a certain Credit Agreement dated as of August 26, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the "Loans").

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of August 26, 2019 among Grantee, the Grantors, and the other Persons from time to time party thereto as "Grantors" (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), each Grantor has granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and lien upon all or substantially all assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), including registrations and applications therefore) together with the goodwill of the business associated with such Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any renewals, reissues, continuations and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement, misappropriation, violation, dilution or other impairment of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

4. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**GRANTORS:**

**AFFINITIV, INC.**, a Delaware corporation

By: Adam C. Meier

Name: Adam Meier

Title: Chief Operating Officer and Chief  
Financial Officer

**AFFINITIV SERVICE SOFTWARE, LLC**, a  
Delaware limited liability company

By: Adam C. Meier

Name: Adam Meier

Title: Secretary and Chief Financial Officer

**CALDWELL AND KERR INC.**, a Florida  
corporation

By: Adam C. Meier

Name: Adam Meier

Title: Secretary

**DEALER PRODUCT SERVICES, LLC**, a  
Delaware limited liability company

By: Adam C. Meier

Name: Adam Meier

Title: Secretary and Chief Financial Officer

**ONECOMMAND, INC.**, a Delaware  
corporation

By: Adam C. Meier

Name: Adam Meier

Title: Secretary

**GRANTORS (CONTINUED):**

**ON-LINE ADMINISTRATORS, LLC, a  
California limited liability company**

By: Adam C. Meier  
Name: Adam Meier  
Title: Secretary and Chief Financial Officer

**REALTIMEAPPT.COM, LLC, a Delaware  
limited liability company**

By: Adam C. Meier  
Name: Adam Meier  
Title: Secretary and Chief Financial Officer

**SPARQ TECH LLC, a Florida limited liability  
company**

By: Adam C. Meier  
Name: Adam Meier  
Title: Secretary

*Signature Page to Trademark Security Agreement*

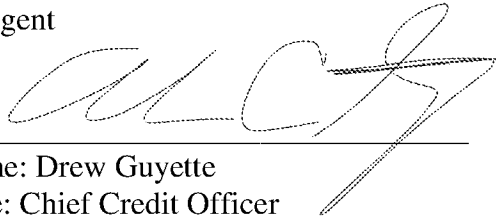
Agreed and Accepted  
As of the Date First Written Above:

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

By: \_\_\_\_\_

Name: Drew Guyette

Title: Chief Credit Officer

A handwritten signature in black ink, appearing to read 'Drew Guyette', written over a horizontal line. The signature is stylized and cursive.

**SCHEDULE A**

Mark	Country/ Region	Application Number	Status	Registration Number	Regis. Date	Owner Information
CONNECTIV1	USA	87797417	Registered	5565829	9/18/18	Affinitiv Service Software, LLC
WIRELESS SERVICE ADVISOR	USA	78571058	Renewed (Registered)	3203055	1/23/07	Affinitiv Service Software, LLC
AFFINITIV	USA	87207310	Registered	5439092	6/20/17	Affinitiv, Inc.
THE ORIGINAL TRADIGITAL AGENCY	USA	86877196	Registered	5097543	12/6/16	Caldwell and Kerr, Inc.
FULL SERVICE TRADIGITAL AGENCY	USA	86877264	Registered	5188594	4/18/17	Caldwell and Kerr, Inc.
CALDWELL & KERR ADVERTISING	USA	88329993	Pending	N/A	N/A	Caldwell and Kerr, Inc.
MOBILE TOUCH	USA	85506586	Registered	4224659	10/16/12	Dealer Product Services, Inc.
LIFECYCLE MANAGEMENT	USA	76611058	Renewed (Registered)	3102689	6/13/06	Dealer Product Services, Inc.
SOCIALBYTE	USA	85506871	Registered	4224662	7/31/12	Dealer Product Services, Inc.



Mark	Country/ Region	Application Number	Status	Registration Number	Regis. Date	Owner Information
DYGEN	USA	86694215	Registered	4990234	12/1/15	DyGen, LLC
REDLINE	USA	86940811	Registered	5027266	8/23/16	OneCommand, Inc.
HIGHERGEAR	USA	86902275	Registered	5027215	8/23/16	OneCommand, Inc.
SOCIAL ROOTS	USA	86006223	Registered	4534872	5/20/14	OneCommand, Inc.
DRIVEWAY ENVY	USA	85681366	Registered	4365956	7/9/13	OneCommand, Inc.
COUNTIX	USA	85648057	Registered	4336247	5/14/13	OneCommand, Inc.
CRM DONE RIGHT!	USA	85243755	Registered	4028452	9/20/11	OneCommand, Inc.
ONECOMMAND	USA	77375745	Registered	3625364	5/26/09	OneCommand, Inc.
COMMUNITYSAFE	USA	78608296	Renewed (Registered)	3156713	10/17/06	OneCommand, Inc.

Mark	Country/ Region	Application Number	Status	Registration Number	Regis. Date	Owner Information
CALLCOMMAND	USA	78297718	Renewed (Registered)	2936104	3/29/05	OneCommand, Inc.
AUTO PULSE	USA	85777105	Registered	4716869	4/7/15	On-Line Administrators, Inc.
TIMEHIGHWAY.COM	USA	78037183	Renewed (Registered)	2744817	7/29/03	RealTimeAppt.com, Inc.
EMBER SOCIAL	USA	86674520	Registered	5251665	7/25/17	Sparq Tech