

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM538912

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Review Trackers Inc.		07/23/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC Bank USA		
<b>Street Address:</b>	120 SOUTH LASALLE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Banking Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4678083	REVIEWTRACKERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125212875		
<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>			
<b>Phone:</b>	3125212775		
<b>Email:</b>	ipdocket@muchlaw.com		
<b>Correspondent Name:</b>	Adam K Sacharoff		
<b>Address Line 1:</b>	191 N Wacker Drive, Suite 1800		
<b>Address Line 2:</b>	Much Shelist, PC		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	0002207.0438		
<b>NAME OF SUBMITTER:</b>	Adam K Sacharoff		
<b>SIGNATURE:</b>	/adamksacharoff/		
<b>DATE SIGNED:</b>	08/30/2019		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT dated as of July 23, 2019 (this "*Agreement*") between Review Trackers Inc., a Delaware corporation (the "*Grantor*") and CIBC Bank USA (the "*Bank*").

Reference is made to the Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Loan and Security Agreement*"), by and between the Grantor and the Bank. The Bank has agreed to extend credit to Grantor subject to the terms and conditions set forth in the Loan and Security Agreement. The obligations of the Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Loan and Security Agreement and is willing to execute and deliver this Agreement in order to induce the Bank to extend such 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 Loan and Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby assigns and pledges to the Bank and its successors and assigns and hereby grants to the Bank and its successors and assigns, a security interest in all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

- (a) all trademark registrations and applications set forth on Schedule I attached hereto (the "*Trademarks*");
- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

but excluding any intent-to-use trademark application prior to the filing of, and acceptance of, a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office with respect thereto, 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 such intent-to-use trademark application under applicable federal law.

SECTION 3. Loan and Security Agreement. The security interests granted to the Bank herein are granted in furtherance, and not in limitation of, the security interests granted to the Bank pursuant to the Loan and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the Trademark Collateral are more fully set forth in the Loan and Security 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 Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Loan and Security Agreement, in accordance with its terms, following a written request therefor, the Bank shall execute, acknowledge, and deliver to the Grantor (at Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing Grantor to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Loan and Security Agreement in the Trademark Collateral with the United States Patent and Trademark Office.

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.

SECTION 6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

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IN WITNESS WHEREOF, the undersigned has signed this Trademark Security Agreement as of the day and year first above written.

REVIEW TRACKERS INC., a Delaware corporation

By: 

Name: Chris Campbell

Title: President

Signature Page to Trademark Security Agreement

TRADEMARK

REEL: 006733 FRAME: 0581

CIBC BANK USA

By: *William Robinson*  
Name: William Robinson  
Title: Managing Director

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006733 FRAME: 0582**

**SCHEDULE I**

**Trademarks and Trademark Applications**

<b>Grantor</b>	<b>Trademark</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Review Trackers Inc.		U.S. App. No.	U.S. Reg. No. 4678083	May 21, 2014	January 27, 2015

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