

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541522

<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>
NETRUSH, LLC		09/19/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITY NATIONAL BANK, AS AGENT		
<b>Street Address:</b>	150 California Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5089594	NETRUSH	
<b>Registration Number:</b>	4900824	PERFORMANCE ROLLER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>	312-577-8265		
<b>Email:</b>	kristin.brozovic@katten.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe St		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	209145-65		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		
<b>DATE SIGNED:</b>	09/19/2019		
<b>Total Attachments: 4</b>			
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source=4. Netrush - Trademark Security Agreement (Executed)#page3.tif			

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of September 19, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by NETRUSH, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of CITY NATIONAL BANK, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Agent**”).

WHEREAS, pursuant to that certain Credit Agreement (said agreement, as it may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) dated as of September 19, 2019 among the Grantor, as Borrower, NR.COM INTERMEDIATE, LLC, a Delaware limited liability company (“**Holdings**”), the several banks and other lenders from time to time party thereto (the “**Lenders**”), CITY NATIONAL BANK, as administrative agent for the Lenders and the other parties party thereto, the Lenders have severally agreed to extend credit to the Grantor, subject to the terms and conditions set forth in the Credit Agreement;

WHEREAS, as a condition precedent to the extension of credit by the Lenders under the Credit Agreement, the Grantor and the other grantors party to the Security Agreement (defined below) executed and delivered that certain Guarantee and Security Agreement (said agreement, as it may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), dated as of September 19, 2019 in favor of the Agent, pursuant to which, the Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to, liens on, and all right, title and interest of the Grantor in and to the Marks (defined below);

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver this Agreement for recording and filing in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** The Grantor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to, liens on, and all right, title and interest of the Grantor in and to any and all of the trademarks, trade names, service marks, business names, trade dress, designs, logos and other source or business identifiers which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, and all trademark registrations and trademark applications with respect thereto, including the trademark registrations and

applications set forth in Schedule I attached hereto, together with any proceeds, reissues, continuations or extensions thereof, and the goodwill of Grantor's business connected with and symbolized by such registrations and applications and all (the "**Marks**"); provided Marks shall not include any "intent to use" trademark or service mark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of the applicable Grantor in such trademarks is no longer on an "intent-to-use" basis.

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

**SECTION 4. Governing Law.** This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

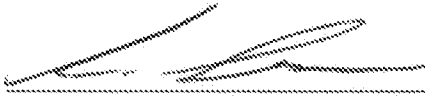
**SECTION 5. Execution In Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronically shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement by its duly authorized representative as of the date first written above.

NETRUSH, LLC, a Delaware limited liability company

By:

Name:   
Chris Marantette

Title: President and Secretary

Trademark Security Agreement

**TRADEMARK**  
**REEL: 006749 FRAME: 0105**

**Schedule I**

**MARKS**

**Registrations:**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Reg. Date</b>
NETRUSH, LLC	NETRUSH	5089594	11/29/16
NETRUSH, LLC	PERFORMANCE ROLLER	4900824	2/16/16

**Applications:**

None.