

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542443

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lead Intelligence, Inc. (d/b/a Jornaya) | | 09/20/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CIBC Bank USA | | |
| Street Address: | 120 South LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Illinois Banking Corporation: ILLINOIS | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4666045 | LEADID | |
| Registration Number: | 4666046 | LEADID | |
| Registration Number: | 5210448 | JORNAYA | |
| Registration Number: | 5210451 | THE POWER OF INTENT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129800765 | | |
| <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: | 3122698000 | | |
| Email: | martus@nge.com | | |
| Correspondent Name: | Ian J. Block | | |
| Address Line 1: | Neal Gerber & Eisenberg LLP | | |
| Address Line 2: | Two North LaSalle Street, Suite 1700 | | |
| Address Line 4: | Chicago, ILLINOIS 60602 | | |
| ATTORNEY DOCKET NUMBER: | 025942.0035 | | |
| NAME OF SUBMITTER: | Ian J. Block | | |
| SIGNATURE: | /Ian J. Block/ | | |
| DATE SIGNED: | 09/25/2019 | | |
| Total Attachments: 5 | | | |

CH \$115.00 4666045

source=Lead Intelligence Inc - Security Agreement#page1.tif
source=Lead Intelligence Inc - Security Agreement#page2.tif
source=Lead Intelligence Inc - Security Agreement#page3.tif
source=Lead Intelligence Inc - Security Agreement#page4.tif
source=Lead Intelligence Inc - Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 20, 2019, is made by LEAD INTELLIGENCE, INC. (d/b/a Jornaya), a Delaware corporation (“Grantor”), in favor of CIBC BANK USA (“Lender”).

RECITALS

WHEREAS, Grantor has entered into a Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), with Lender, pursuant to which Lender has agreed to make certain loans to Grantor and pursuant to which Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below), to secure the payment of all amounts owing by the Loan Parties under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 1 annexed hereto (other than “intent-to-use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law), together with any renewals or extensions thereof, and all goodwill associated therewith; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark or license thereof (items 1 and 2 being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and is subject to limitations set forth therein. Each of Grantor and Lender hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute

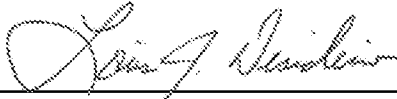
effective delivery thereof. Electronic records of executed Loan Documents maintained by Lender shall be deemed to be originals.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

LEAD INTELLIGENCE, INC.

By: _____

Name: Louis J. Desiderio

Title: Chief Financial Officer

Acknowledged and agreed to:

LENDER:

CIBC BANK USA

By: _____

Name: Andrew Schwartz

Title: Managing Director

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

LEAD INTELLIGENCE, INC.

By: _____

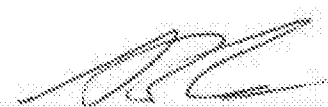
Name:

Title:

Acknowledged and agreed to:

LENDER:

CIBC BANK USA

By:  _____

Name: Andrew Schwartz

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006754 FRAME: 0033

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks

| Reg. No. | Serial No. | Country | Status | Registration Date | Mark |
|-----------------|-------------------|----------------|---------------|--------------------------|---------------------|
| 4,666,045 | 86177295 | USA | Active | January 6, 2015 | LeadiD |
| 4,666,046 | 86177477 | USA | Active | January 28, 2014 | LeadiD |
| 5,210,448 | 86927971 | USA | Active | March 3, 2016 | Jornaya |
| 5,210,451 | 86928328 | USA | Active | March 3, 2016 | The Power of Intent |