

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546985

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Monetate, Inc.		10/28/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AB Private Credit Investors LLC, as Collateral Agent		
<b>Street Address:</b>	1345 Avenue of the Americas, 38th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3729141	MONETATE	
<b>Serial Number:</b>	88604516	M3Q	
<b>Serial Number:</b>	88138987	MONETATE INTELLIGENT RECOMMENDATIONS	
<b>Serial Number:</b>	88496819	M	
<b>Serial Number:</b>	88496803	M	
<b>Serial Number:</b>	88496838	M	
<b>Serial Number:</b>	88496793	MONETATE	
<b>Serial Number:</b>	88496790	GROW MORE OF YOUR CUSTOMERS INTO YOUR BE	
<b>Serial Number:</b>	87318315	MONETATE INTELLIGENT PERSONALIZATION ENG	
<b>Serial Number:</b>	87314931	MONETATE TEST & SEGMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2123186532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	ALANA GRAMER		
<b>Address Line 1:</b>	C/O PAUL HASTINGS LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166		

CH \$265.00 3729141

<b>NAME OF SUBMITTER:</b>	ALANA GRAMER
<b>SIGNATURE:</b>	/s/ AG
<b>DATE SIGNED:</b>	10/28/2019
<b>Total Attachments: 5</b> source=Kibo - Trademark Security Agreement (Monetate)(Fully Executed)(100763712_1)#page1.tif source=Kibo - Trademark Security Agreement (Monetate)(Fully Executed)(100763712_1)#page2.tif source=Kibo - Trademark Security Agreement (Monetate)(Fully Executed)(100763712_1)#page3.tif source=Kibo - Trademark Security Agreement (Monetate)(Fully Executed)(100763712_1)#page4.tif source=Kibo - Trademark Security Agreement (Monetate)(Fully Executed)(100763712_1)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement, dated as of October 28, 2019 (this "Trademark Security Agreement"), is made by each Grantor that is a signatory hereto (collectively, "Grantors" and each individually, a "Grantor"), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, a Delaware limited liability company, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent"), pursuant to that certain Credit Agreement, dated as of December 18, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among **KIBO SOFTWARE, INC.** (formerly known as Momentum Holdco, Inc.), a Delaware corporation ("Parent"), **MARKETLIVE, LLC** (formerly known as MarketLive, Inc.), a California limited liability company (for itself and as successor by merger to Momentum Merger Sub, Inc., "MarketLive"), **SHOPATRON, LLC** (formerly known as Shopatron, Inc.), a California limited liability company (for itself and as successor by merger to Safari Merger Sub, Inc., "Shopatron" and together with Parent and MarketLive, referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), **MOMENTUM INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

**WITNESSETH:**

**WHEREAS**, the Grantors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Grantor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made

and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. Termination.** Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by any Grantor, at such Grantor's sole expense, promptly execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

**SECTION 5. Recordation.** Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

**SECTION 6. Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

**SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.**

*[Signature Pages Follow.]*

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

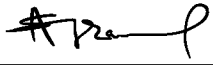
**MONETATE, INC.**,  
a Delaware corporation,  
as Grantor

By:   
Name: David M. Post  
Title: President

*[Signature Page to Trademark Security Agreement (Monetate)]*

**ACCEPTED AND AGREED:**

**AB PRIVATE CREDIT INVESTORS LLC,**  
a Delaware limited liability company,  
as Collateral Agent

By:   
Name: Shishir Agrawal  
Title: Managing Director

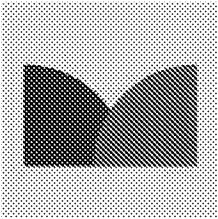
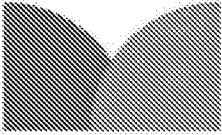

**SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT**

*United States Trademark Registrations and Applications*

*1. United States Trademark Registrations:*

<i>Trademark</i>	<i>Serial No.</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Registrant</i>	<i>Database</i>
MONETATE	77410536	3729141	Registered	Monetate, Inc.	US Federal

*2. United States Trademark Applications:*

<i>Trademark</i>	<i>Serial No.</i>	<i>Status</i>	<i>Registrant</i>	<i>Database</i>
M3Q	88604516	Application	Monetate, Inc.	US Federal
MONETATE INTELLIGENT RECOMMENDATIONS	88138987	Application	Monetate, Inc.	US Federal
M 	88496819	Application	Monetate, Inc.	US Federal
DESIGN ONLY 	88496803	Application	Monetate, Inc.	US Federal
M 	88496838	Application	Monetate, Inc.	US Federal
MONETATE	88496793	Application	Monetate, Inc.	US Federal
GROW MORE OF YOUR CUSTOMERS INTO YOUR BEST CUSTOMERS	88496790	Application	Monetate, Inc.	US Federal
MONETATE INTELLIGENT PERSONALIZATION ENGINE	87318315	Application	Monetate, Inc.	US Federal
MONETATE TEST & SEGMENT	87314931	Application	Monetate, Inc.	US Federal