

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548180

<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>
We Do Technologies Americas, Inc.		10/25/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent		
<b>Street Address:</b>	2001 Ross Avenue		
<b>Internal Address:</b>	Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4348975	NETCLARUS	
<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>	3128637141		
<b>Email:</b>	kristen.lange@goldbergekohn.com		
<b>Correspondent Name:</b>	Kristen N. Lange, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E. Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	6262.054		
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange		
<b>SIGNATURE:</b>	/kristenlange/		
<b>DATE SIGNED:</b>	11/05/2019		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2019, is made by We Do Technologies Americas, Inc. ("**Grantor**") in favor of Goldman Sachs Specialty Lending Group, L.P. ("**GSSLG**"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 13, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the "**Credit Agreement**"), by and among the Borrowers, Holdings, the other Credit Parties, the Lenders from time to time party thereto and GSSLG, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors party thereto have agreed, pursuant to a Second Lien Guarantee and Security Agreement dated August 13, 2019 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Security Agreement**"), to guarantee the Guaranteed Obligations; and

WHEREAS, pursuant to a Joinder Agreement of even date herewith Grantor has become a party to the Guarantee and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to satisfy the requirements of the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent as follows:

1. Defined Terms.

Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

2. Grant of Security Interest in Trademark Collateral.

Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

(a) all of its Trademarks, including, without limitation, the Trademark referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the Applicable IP Office; provided, further, that upon such filing and acceptance by the Applicable IP Office, such "intent to use" Trademark applications shall be

included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guarantee and Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Grantor Remains Liable.

Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Counterparts.

This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law.

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of New York.

7. Release and Termination.

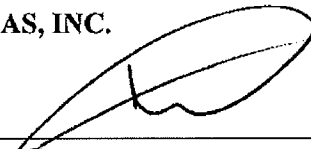
At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guarantee and Security Agreement that would result in the release of all or a portion of the Trademark

Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of Agent and Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[Signature Pages Follow]

IN WITNESS WHEREOF, 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.

**WE DO TECHNOLOGIES  
AMERICAS, INC.**

By:   
Name: Ilya Cantor  
Title: President

**GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P., as Agent**

By: \_\_\_\_\_  
Name: Greene  
Title: Authorized Signatory

Goldman Sachs Specialty Lending Group, L.P.  
2001 Ross Avenue  
Suite 2800  
Dallas, Texas 75201  
Attention: Mobileum Account Officer

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

1. REGISTERED TRADEMARK

<b>GRANTOR</b>	<b>TRADEMARK</b>	<b>REG. NUMBER</b>	<b>REG. DATE</b>
We Do Technologies Americas, Inc.	NETCLARUS	4,348,975	6/11/13

2. TRADEMARKS APPLICATIONS

None.