

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549235

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|---|---|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RIGGINGCALC, LLC | | 11/13/2019 | Limited Liability Company: DELAWARE |
| ONTIVITY, L.L.C. | | 11/13/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT | | |
| Street Address: | 500 WEST MONROE ST | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5455374 | RIGGINGCALC RIGGING PLANS FORCE CALCUL | |
| Registration Number: | 5388643 | RIGGINGCALC | |
| Registration Number: | 5108306 | ONTIVITY | |
| Registration Number: | 5108309 | ONTIVITY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 312-577-8265 | | |
| Email: | kristin.brozovic@katten.com | | |
| Correspondent Name: | Kristin Brozovic c/o Katten | | |
| Address Line 1: | 525 W Monroe St | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 387132-651 | | |
| NAME OF SUBMITTER: | KRISTIN BROZOVIC | | |
| SIGNATURE: | /KRISTIN BROZOVIC/ | | |
| DATE SIGNED: | 11/13/2019 | | |

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 13, 2019, is made by each of the entities listed on the signature pages hereof (each, a "Grantor" and collectively, the "Grantors"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 13, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among DAS Purchaser 2 Corp., a Delaware corporation (the "Borrower"), the other Persons party thereto that are designated as a "Credit Party", Antares Capital, as the Administrative Agent for the several financial institutions from time to time party thereto (each, a "Lender" and collectively, 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, each Grantor (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement, dated as of November 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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, in each case excluding any Excluded Property (the "Trademark Collateral");

(a) all of its United States Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each 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.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

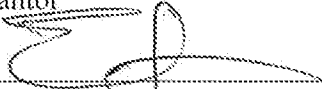
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Loan Documents. This Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

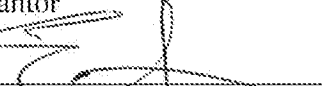
[SIGNATURE PAGES FOLLOW]

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

RIGGINGCALC, LLC
as Grantor

By: 
Name: Eric Chase
Title: Chief Executive Officer

ONTIVITY, L.L.C.
as Grantor

By: 
Name: Eric Chase
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP
as Administrative Agent

By: Phillip Croff


Name: Phillip Croff

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Owner | Trademark | Jurisdiction | Application # | Application Date | Registration # | Registration Date |
|------------------|---|--------------|---------------|------------------|----------------|-------------------|
| RIGGINGCALC, LLC | RIGGINGCALC RIGGING PLANS FORCE CALCULATORS INDUSTRY RESOURCES (Stylized)  | U.S. | 87377722 | 20-MAR-2017 | 5455374 | 24-APR-2018 |
| RIGGINGCALC, LLC | RIGGINGCALC | U.S. | 87342739 | 20-FEB-2017 | 5388643 | 23-JAN-2018 |
| ONTIVITY, LLC | ONTIVITY & Design  | U.S. | 87007952 | 20-APR-2016 | 5108306 | 27-DEC-2016 |
| ONTIVITY, LLC | ONTIVITY | U.S. | 87007996 | 20-APR-2016 | 5108309 | 27-DEC-2016 |

2. TRADEMARK APPLICATIONS

None.