

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DataOnline LLC		11/13/2019	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, in its capacity as Administrative Agent		
Street Address:	311 S. Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5412523	TANKCLARITY	
Registration Number:	5285442	SONEX	
Registration Number:	4838315	DATAONLINE	
Registration Number:	4838316	"A BETTER WORLD, CONNECTED"	
Registration Number:	4436744	DATAONBOARD	
Registration Number:	3648108	HAZ-PASS	
Registration Number:	3036969	DATAONLINE	
CORRESPONDENCE DATA			
Fax Number:	2128055571		
<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:	212.801.2256		
Email:	schlossd@gtlaw.com		
Correspondent Name:	Daniel I. Schloss		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	200 Park Avenue, 38th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	123042.012600		

CH \$190.00 5412523

NAME OF SUBMITTER:	Daniel I. Schloss
SIGNATURE:	/Daniel I. Schloss/
DATE SIGNED:	11/14/2019
Total Attachments: 4 source=DataOnline - Notice of Grant of a Security Interest - Trademarks (DataOnline LLC)#page1.tif source=DataOnline - Notice of Grant of a Security Interest - Trademarks (DataOnline LLC)#page2.tif source=DataOnline - Notice of Grant of a Security Interest - Trademarks (DataOnline LLC)#page3.tif source=DataOnline - Notice of Grant of a Security Interest - Trademarks (DataOnline LLC)#page4.tif	

NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest—Trademarks*”) is made as of November 13, 2019, by and among DATAONLINE LLC (the “*Grantor*”) and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “*Grantee*”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November 13, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on *Schedule A* hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property (as defined in the Credit Agreement) and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens (as defined in the Credit Agreement) permitted to be senior in accordance with the Credit Agreement) in the Collateral.

Unless indicated otherwise, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral 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 any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

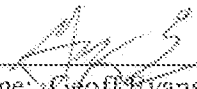
This Notice of Grant of a Security Interest—Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Notice of Grant of a Security Interest—Trademarks shall be governed by, and construed in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest---Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

DATAONLINE LLC

By: 
Name: Geoff Evans
Title: Secretary

[Signature Page to Notice of Grant of a Security Interest --- Trademarks]

TRADEMARK
REEL: 006796 FRAME: 0199

ADMINISTRATIVE AGENT:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent**


By: 
Name: Jeffrey Cupples
Title: Managing Director

[Signature Page to Notice of Grant of a Security Interest—Trademarks]

**TRADEMARK
REEL: 006796 FRAME: 0200**

**SCHEDULE A
TO
NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS**

Trademark Registrations and Applications

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
TANKCLARITY	87/552,600	08/02/2017	5,412,523	02/27/2018	DATAONLINE, LLC
SONEX	87/342,245	2/20/2017	5,285,442	9/12/2017	DataOnLine LLC
DATAONLINE (and Design) 	86/494,169	1/2/2015	4,838,315	10/20/2015	DataOnline, LLC
“A BETTER WORLD, CONNECTED”	86/494,195	1/2/2015	4,838,316	10/20/2015	DataOnline, LLC
DATAONBOARD	77/901,295	12/28/2009	4,436,744	11/19/2013	DataOnLine LLC
HAZ-PASS	77/182,121	5/16/2007	3,648,108	6/30/2009	DataOnline LLC
DATAONLINE	78/554,208	1/26/2005	3,036,969	12/27/2005	DataOnline LLC