

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549620

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|---|--|-----------------------|--|
| <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>                     |
| Record Connect, LLC   |  | 11/12/2019            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | Plexus Fund IV-A, L.P.                     |                       |  |
| <b>Street Address:</b>  | 4242 Six Forks Road, Suite 950             |                       |  |
| <b>Internal Address:</b>  | c/o Plexus Capital, LLC; Attn: Will Anders |                       |  |
| <b>City:</b>  | Raleigh                                    |                       |  |
| <b>State/Country:</b>   | NORTH CAROLINA                             |                       |  |
| <b>Postal Code:</b>   | 27609                                      |                       |  |
| <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>   | 5258919                                    | RECORDCONNECT         |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 8032559831                                 |                       |  |
| <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>   | 803-799-2000                               |                       |  |
| <b>Email:</b>   | ip@nelsonmullins.com                       |                       |  |
| <b>Correspondent Name:</b>  | Nelson Mullins Riley & Scarborough LLP     |                       |  |
| <b>Address Line 1:</b>  | 301 S. College St.                         |                       |  |
| <b>Address Line 2:</b>  | Suite 2300, IP Department                  |                       |  |
| <b>Address Line 4:</b>  | Charlotte, NORTH CAROLINA 28202            |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 035521/09011                               |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Charles G. Zug                             |                       |  |
| <b>SIGNATURE:</b>   | /cgz/                                      |                       |  |
| <b>DATE SIGNED:</b>   | 11/15/2019                                 |                       |  |
| <b>Total Attachments: 7</b>   |  |                       |  |
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of November 12, 2019 is made by Record Connect, LLC, a Delaware limited liability company, located at 1699 Lansing Road, Suites 2, 3 and 4, Charlotte, Michigan 48813 (the “Obligor”), in favor of Plexus Fund IV-A, L.P., a Delaware limited partnership (“Plexus IV-A”), as collateral agent, for the ratable benefit of itself and the other Purchasers (as defined below) (in such capacity, “Secured Party”).

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Note Purchase Agreement, dated as of November 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), by and among the Obligor, NGP RC Holdings Parent, LLC, a Delaware limited liability company, NGP Record Connect Holdings, LLC, a Delaware limited liability company (“OpCo”), L4 Newco, LLC, a Delaware limited liability company (“L4”, and together with the Obligor, OpCo and each other Person joined to the Purchase Agreement as a borrower from time to time, collectively, the “Borrowers” and each, individually, a “Borrower”), Plexus IV-A, Plexus Fund IV-B, L.P., a Delaware limited partnership (“Plexus IV-B”), Plexus Fund IV-C, L.P., a Delaware limited partnership (“Plexus IV-C”, and together with Plexus IV-A and Plexus IV-B, “Plexus”; Plexus, together with the other purchasers from time to time party thereto, collectively, the “Purchasers” and each, individually, a “Purchaser”), and the Secured Party, the Purchasers have agreed to purchase the Notes from the Borrowers upon the terms and subject to the conditions set forth therein.

WHEREAS, in connection with the Purchase Agreement, the Company has executed and delivered that certain Security Agreement, dated as of November 12, 2019, in favor of the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Secured Party for the benefit of the Secured Party and the Purchasers a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Purchasers to purchase the Notes from the company and make other financial accommodations to the Borrowers (including, the Obligor) pursuant to the Purchase Agreement, the Obligor agrees, for the benefit of the Secured Party and the Purchasers, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Purchase Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Secured Party for the benefit of the Secured Party and the Purchasers to secure payment, performance and observance of the Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051 for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law; provided, that, upon submission and acceptance by the United States Patent and Trademark Office of such Statement of Use or Amendment to Allege Use, any such intent to use application shall automatically be considered Collateral.

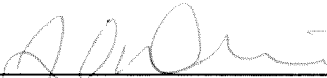
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Purchase Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**RECORD CONNECT, LLC**

By:   
Name: Josh Dennis  
Title: Vice President

**PLEXUS FUND IV-A, L.P.**, in its capacity as Collateral Agent

By: Plexus Fund IV GP I, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: Michael K. Painter  
Its: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**RECORD CONNECT, LLC**

By: \_\_\_\_\_  
Name: Josh Dennis  
Title: Vice President

**PLEXUS FUND IV-A, L.P.**, in its capacity as Collateral Agent

By: Plexus Fund IV GP I, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: Michael K. Painter  
Its: Manager



ACKNOWLEDGMENT OF OBLIGOR

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On the 14<sup>th</sup> day of November, 2019, before me personally came Josh W. Dennis, who is personally known to me to be the Vice President of Record Connect, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Vice President in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the governing body of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Paige D. Stepan  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

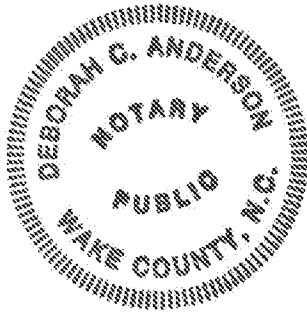


ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF *North Carolina*

COUNTY OF *Wake* ) ss  
)

On the *12<sup>th</sup>* day of November, 2019, before me personally came *Michael Kent Painter* who is personally known to me to be the *Manager* of Plexus Fund IV GP I, LLC, the General Partner of Plexus Fund IV-A, L.P., a Delaware limited partnership; who, being duly sworn, did depose and say that she/*he* is the *Manager* of Plexus Fund IV GP I, LLC, the General Partner of Plexus Fund IV-A, L.P., a Delaware limited partnership, the limited partnership described in and which executed the foregoing instrument; that she/*he* executed and delivered said instrument pursuant to authority given by the General Partner of such limited partnership; and that she/*he* acknowledged said instrument to be the free act and deed of said limited partnership.



*Deborah C. Anderson*  
Notary Public *Deborah C. Anderson*

*My Commission Expires: May 8, 2021*

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

| Mark          | U.S. Serial No. | U.S. Filing Date | U.S. Reg. No. | U.S. Registration Date |
|---------------|-----------------|------------------|---------------|------------------------|
| RECORDCONNECT | 87071625        | June 15, 2016    | 5258919       | August 8, 2017         |