

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nth Degree Inc.		12/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hancock Capital Management, LLC, as Agent		
Street Address:	200 S. Wacker Dr., Suite 820		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4757571	N° NTH DEGREE EXPERIENCE BETTER	
Registration Number:	4791867	N° NTH DEGREE	
Registration Number:	2183230	NTH DEGREE	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	3122013865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7694.006		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	12/04/2019		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2019, by NTH DEGREE INC., a Delaware corporation ("Grantor"), in favor of HANCOCK CAPITAL MANAGEMENT, LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, the other Persons party thereto from time to time as "Borrowers" (together with Grantor, "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and the other Secured Parties, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders and the other Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and the other Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i)

infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

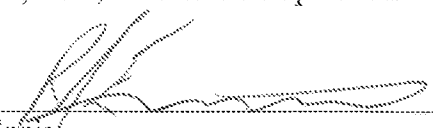
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the other Secured Parties. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of each Grantor except any "intent to use" Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" Trademark applications under applicable federal law. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

[signature page follows]


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.

NTH DEGREE, INC., a Delaware corporation

By: 
Name: Rich Ennis
Title: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

HANCOCK CAPITAL MANAGEMENT, LLC,
as Agent

By: 
Name: Ryan Leko
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark and Trademark Applications

Owner	Country	Trademark	Appl. Number	Reg. Number	Filing Date	Reg. Date	Status
nth Degree, Inc.	Australia	NTH DEGREE	711040	711040	06/19/1996	10/22/1998	Registered
nth Degree, Inc.	Brazil	NTH DEGREE	819228125	819228125	05/14/1996	01/05/1999	Registered
nth Degree, Inc.	Brazil	NTH DEGREE	819228117	819228117	05/14/1996	01/05/1999	Registered
nth Degree, Inc.	Canada	NTH DEGREE	1004066	TMA557426	02/18/1999	02/05/2002	Registered
nth Degree, Inc.	Canada	N Nth DEGREE EXPERIENCE BETTER & Design	1709549	TMA982562	01/06/2015	10/11/2017	Registered
nth Degree, Inc.	China (People's Republic)	NTH DEGREE	960072372	1109753	06/20/1996	09/21/1997	Registered
nth Degree, Inc.	China (People's Republic)	NTH DEGREE	960072371	1115486	06/20/1996	09/28/1997	Registered
nth Degree, Inc.	Colombia	NTH DEGREE	96007601	191584	02/19/1996	11/29/1996	Registered
nth Degree, Inc.	Colombia	NTH DEGREE	96007603	191585	02/19/1996	11/29/1996	Registered
nth Degree, Inc.	European Union (Community)	NTH NTH DEGREE (& DESIGN)	2580272	2580272	02/15/2002	02/21/2005	Registered
nth Degree, Inc.	European Union (Community)	N Nth DEGREE EXPERIENCE BETTER & Design	013643606	013643606	01/14/2015	06/22/2015	Registered
nth Degree, Inc.	European Union (Community)	NTH DEGREE	171157	171157	04/01/1996	05/29/2000	Registered
nth Degree, Inc.	Japan	NTH DEGREE	875636	4161834	07/08/1996	07/03/1998	Registered
nth Degree, Inc.	Korea, Republic of	NTH DEGREE	967135	4141887	06/18/1996	03/20/1998	Registered

Owner	Country	Trademark	Appl. Number	Reg. Number	Filing Date	Reg. Date	Status
Inc.							
nth Degree, Inc.	Korea, Republic of	NTH DEGREE	967134	4141886	06/18/1996	03/20/1998	Registered
nth Degree, Inc.	Mexico	N Nth DEGREE EXPERIENCE BETTER & Design	1572387	1694920	01/28/2015	11/15/2016	Registered
nth Degree, Inc.	Mexico	N NTH DEGREE EXPERIENCE BETTER & Design	1572388	1539272	01/28/2015	05/20/2015	Registered
Nth Degree Inc.	Mexico	NTH DEGREE	254854	580305	02/19/1996	06/30/1998	Registered
Nth Degree Inc.	Mexico	NTH DEGREE	254853	580304	02/19/1996	06/30/1998	Registered
nth Degree, Inc.	Singapore	NTH DEGREE	S615696	T9606156F	06/17/1996	02/22/2000	Registered
nth Degree, Inc.	Singapore	NTH DEGREE	S1434897	T9714348E	11/24/1997	04/11/2001	Registered
nth Degree, Inc.	Taiwan	NTH DEGREE	8529930	088182	06/18/1996	02/01/1997	Registered
nth Degree, Inc.	Taiwan	NTH DEGREE	8529929	089443	06/18/1996	03/16/1997	Registered
nth Degree, Inc.	Thailand	NTH DEGREE	314937	BOR5930	08/14/1996	12/29/1997	Registered
nth Degree, Inc.	Thailand	NTH DEGREE	314938	BOR5987	08/14/1996	01/20/1998	Registered
nth Degree, Inc.	United States of America	N Nth DEGREE EXPERIENCE BETTER & Design	86/349769	4757571	07/28/2014	06/16/2015	Registered
nth Degree, Inc.	United States of America	N Nth DEGREE & Design	86/349735	4791867	07/28/2014	08/11/2015	Registered
nth Degree, Inc.	United States of America	NTH DEGREE	75020211	2183230	11/15/1995	08/25/1998	Registered
nth Degree, Inc.	Vietnam	NTH DEGREE	4-1996-30170	25374	08/13/1996	10/24/1997	Registered

Trademark Licenses

None

Domain Names

Domain Names

Domain Name	Registrant	Expiration Date
ndegree.com	Perfect Privacy, LLC	05/17/2023
ndegree.net	Perfect Privacy, LLC	02/26/2021
nthdegree.com	Perfect Privacy, LLC	04/03/2020
nthdegree.net	Nth Degree, Inc.	06/16/2024
nthdegreerevents.com	Perfect Privacy, LLC	08/17/2020
nthdegreerevents.com	Perfect Privacy, LLC	05/17/2020
myndegree.com	Perfect Privacy, LLC	06/25/2022
myndegree.net	Perfect Privacy, LLC	06/25/2022
mynthdegree.com	Perfect Privacy, LLC	06/25/2022
mynthdegree.net	Perfect Privacy, LLC	06/25/2022
zenithlabornet.com	Nth Degree, Inc.	05/27/2022

- webvpn.nthdegree.com
- sip.nthdegree.com
- webmail.nthdegree.com
- vdi.nthdegree.com
- *.nthdegree.com
- Private Registration (ndegree.com)
- Private Registration (nthdegree.com)
- Web Forwarding (zenithlabornet.com)