

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552670

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment no. 2 to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCOUT EXCHANGE LLC		12/06/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	125 High Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87812128	SCOUT	
Serial Number:	87812134	SCOUT	
Serial Number:	88479490	SCOUT	
Serial Number:	88479494	SCOUT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Syed Humza Moinuddin		
SIGNATURE:	/Syed Humza Moinuddin/		
DATE SIGNED:	12/10/2019		
Total Attachments: 7			
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

SCOUT EXCHANGE LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s): December 6, 2019

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Yes

Additional names, addresses, or citizenship attached?

No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 125 High Street

City: Boston

State: MA

Country: USA

Zip: 02110

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other: Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:

Signature

December 9, 2019

Date

Syed Humza Moinuddin
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDMENT NO. 2 TO
TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), made as of December 6, 2019, by and between SCOUT EXCHANGE LLC, a Delaware limited liability company, with its chief executive office at 501 Boylston Street, Third Floor, Boston, Massachusetts 02116 ("Grantor") and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as agent for Secured Parties (as hereinafter defined) (in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, Grantor and Agent, acting on behalf of lenders and certain other parties (Agent and such lenders and other parties, collectively "Secured Parties") are parties to the Trademark Security Agreement, dated December 13, 2013 and recorded with the Trademark Division of the United States Patent and Trademark Office on January 13, 2014 at Reel/Frame 005191/0642, and Amendment No. 1 to Trademark Security Agreement, dated November 23, 2015 and recorded with the Trademark Division of the United States Patent and Trademark Office on November 24, 2015 at Reel/Frame 5675/0442 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Grantor has, among other things, granted to Agent a security interest in all present and future Trademarks and Trademark applications of Grantor, together with certain related assets, and has agreed to execute and deliver to Agent all agreements and documents as requested by Agent to evidence the security interests of Agent therein;

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and internet domain names registered or filed with the United States Patent and Trademark Office described in Schedule I hereto and made a part hereof (collectively, the "Additional Trademarks"); and

WHEREAS, Grantor is obligated to grant a security interest in and pledge all such Additional Trademarks and Additional Trademark Collateral (as hereinafter defined) to Agent, as provided by the terms and conditions of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent hereby agree as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or, if not defined therein, in the Security Agreement, and this Amendment shall be subject to the rules of construction set forth in the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. Grant of Security Interest. In addition, and not in limitation, of the security interests and other interests granted to Agent (for itself and the benefit of Secured Parties) pursuant to the Trademark Security Agreement, as collateral security for the prompt performance, observance and indefeasible payment in full of all of the Secured Obligations, Grantor hereby grants to Agent (for itself and the benefit of Secured Parties) a continuing security interest in and a general lien upon, and a conditional assignment, and hereby confirms, reaffirms and restates the prior grant thereof to Agent (for itself and the benefit of Secured Parties) pursuant to the Trademark Security Agreement, of the following, whether presently existing or

hereafter arising or acquired (being collectively referred to herein as the “Additional Trademark Collateral”):

(a) all of the Additional Trademarks referred to on Schedule 1 to this Amendment and any Additional Trademark licensed under any Intellectual Property License referred to on Schedule 1 to this Amendment;

(b) all goodwill of the business connected with the use of, and symbolized by, each Additional Trademark and any Additional Trademark licensed under any Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Additional Trademark or any Additional Trademark licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Additional Trademark or any Additional Trademark licensed under any Intellectual Property License, or (iii) right to receive license fees, royalties, and other compensation in connection with any Additional Trademark or any Additional Trademark licensed under any Intellectual Property License.

3. Security for Secured Obligations. This Amendment and the security interest created hereby and in the Trademark Security Agreement secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to Agent or Secured Parties, whether or not they are unenforceable or not allowable due to the existence of a case under any Insolvency Proceeding involving any Grantor.

4. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Agent set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, Grantor hereby confirms, reaffirms and restates its prior grant of Trademark Collateral to Agent, for itself and on behalf of the other Secured Parties, and hereby grants to Agent, for itself and on behalf of the other Secured Parties, a continuing security interest in and a general lien upon the Additional Trademark Collateral.

5. Supplement and Amendment to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement,

(i) Schedule I to the Trademark Security Agreement is hereby amended and supplemented to include, in addition and not by way of limitation, the Additional Trademarks,

(ii) all references to the term “Trademarks” in the Trademark Security Agreement or the Security Agreement are hereby amended to include, in addition and not in limitation, the Additional Trademarks, and

(iii) all reference to the term “Trademark Collateral” in the Trademark Security Agreement and the Security Agreement are hereby amended to include, in addition and not in limitation, the Additional Trademark Collateral.

(b) The security interests granted pursuant to this Amendment and the Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that

the rights and remedies of Agent with respect to the security interest in the Additional Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between the Trademark Security Agreement as amended by this Amendment and the Security Agreement, the Security Agreement shall control.

6. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademark Collateral set forth in the Trademark Security Agreement shall apply to the Additional Trademark Collateral and other assets described in Section 2 of this Amendment.

7. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. This Amendment and the Trademark Security Agreement to be read and construed as one agreement.

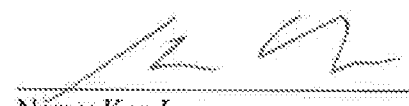
8. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Agent have executed this Amendment as of the day and year first above written.

GRANTOR:

SCOUT EXCHANGE LLC

By: 
Name: Ken Lazarus
Title: President and Chief Executive
Officer

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC

By: _____
Name: Melissa Provost
Title: Vice President

IN WITNESS WHEREOF, Grantor and Agent have executed this Amendment as of the day and year first above written.

GRANTOR:

SCOUT EXCHANGE LLC

By: _____
Name:
Title:



AGENT:

WELLS FARGO CAPITAL FINANCE, LLC

By:  _____
Name: Melissa Provost
Title: Vice President

SCHEDULE 1
TO
AMENDMENT NO. 2 TO
TRADEMARK SECURITY AGREEMENT

List of Trademarks and Trademark Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
SCOUT (Word) plus DOG (logo) 	87812128	02/27/2018			
SCOUT plus DOG (Stylized design) 	87812134	02/27/2018	5579717	10/09/2018	
SCOUT	88479490	06/19/2019			
SCOUT (stylized)	88479494	06/19/2019			