

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559111

<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>
Manifest LLC		01/27/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WKA Manifest LLC		
<b>Street Address:</b>	400 Park Avenue, Suite 1210		
<b>Internal Address:</b>	c/o The Wicks Group of Companies, L.L.C.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5921685	MANIFEST OUTPERFORM	
<b>Registration Number:</b>	5653193	M	
<b>Registration Number:</b>	5737566	MANIFEST	
<b>Registration Number:</b>	5133755	WEBEDGE	
<b>Registration Number:</b>	5020337	WEBEDGE	
<b>Registration Number:</b>	4853535	VITAL SPEECHES OF THE DAY	
<b>Registration Number:</b>	4967090	WEBEDGE	
<b>Registration Number:</b>	4690831	WISEMOVES	
<b>Registration Number:</b>	4690811	VIM & VIGOR	
<b>Registration Number:</b>	4560410	HEALTHEDGE	
<b>Registration Number:</b>	4669917	COPYEDITING	
<b>Registration Number:</b>	4804712	CONTENT VELOCITY	
<b>Registration Number:</b>	4669821	CONTENT VELOCITY	
<b>Registration Number:</b>	4669822	CONTENTOLOGY	
<b>Registration Number:</b>	4686829	CONTENTWISE	
<b>Registration Number:</b>	2215486	HEALTHYMOVES	
<b>Registration Number:</b>	2243715	WISEMOVES	
<b>Registration Number:</b>	1907335	SERIOUS ABOUT SMALL BUSINESS	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	1821238	VIM & VIGOR
Registration Number:	1695029	"IDEABANK"
Registration Number:	0321584	VITAL SPEECHES OF THE DAY

**CORRESPONDENCE DATA**

**Fax Number:** 6173417701

*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.*

**Phone:** 617-951-8132

**Email:** linda.salera@morganlewis.com

**Correspondent Name:** Linda A. Salera, Senior Paralegal

**Address Line 1:** One Federal Street

**Address Line 2:** c/o Morgan, Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

**NAME OF SUBMITTER:** Linda A. Salera

**SIGNATURE:** /Linda A. Salera/

**DATE SIGNED:** 01/27/2020

**Total Attachments: 6**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of January 27, 2020 by and from MANIFEST LLC, a Delaware limited liability company (the "Grantor"), to and in favor of WKA MANIFEST LLC, a Delaware limited liability company (the "Grantee").

WHEREAS, the Grantor and the Grantee are parties to a Secured Promissory Note dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Note").

WHEREAS, the Grantor owns the trademarks as listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Note to the Grantee for its benefit as the holder of the Secured Obligations (as defined below). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Note, all terms and provisions of which relating to the grant of the security interest set forth therein are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Note, the provisions of the Note shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Note.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all the Secured Obligations. Upon the payment in full of all Secured Obligations, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing confirming the release of the security interest in the Trademarks acquired under the Note and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to the principles of conflicts of laws.

[The remainder of this page is intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

**MANIFEST LLC**, a Delaware limited liability company, as the Grantor,

By: **WKA MANIFEST LLC**, a Delaware limited liability company, as its sole member

By:   
Name: Daniel M. Kortick  
Title: Authorized Signatory

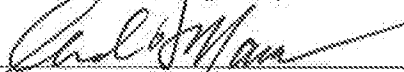
By: \_\_\_\_\_  
Name: Andrew Marek  
Title: Authorized Signatory

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

**MANIFEST LLC**, a Delaware limited liability company, as the Grantor,

By: **WKA MANIFEST LLC**, a Delaware limited liability company, as its sole member

By: \_\_\_\_\_  
Name: Daniel M. Kortick  
Title: Authorized Signatory

By:  \_\_\_\_\_  
Name: Andrew Marek  
Title: Authorized Signatory

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	CURRENT OWNER
MANIFEST OUTPERFORM	87827610	09-MAR-2018	5921685	26-NOV-2019	MANIFEST LLC
M	87815092	28-FEB-2018	5653193	15-JAN-2019	MANIFEST LLC
MANIFEST	87815088	28-FEB-2018	5737566	30-APR-2019	MANIFEST LLC
WEBEDGE	87090430	30-JUN-2016	5133755	31-JAN-2017	MANIFEST LLC
WEBEDGE	86677798	29-JUN-2015	5020337	16-AUG-2016	MANIFEST LLC
VITAL SPEECHES OF THE DAY	86155418	31-DEC-2013	4853535	17-NOV-2015	MANIFEST LLC
WEBEDGE	86155427	31-DEC-2013	4967090	31-MAY-2016	MANIFEST LLC
WISEMOVES	86155440	31-DEC-2013	4690831	24-FEB-2015	MANIFEST LLC
VIM & VIGOR	86150650	23-DEC-2013	4690811	24-FEB-2015	MANIFEST LLC
HEALTHEDGE	86141523	12-DEC-2013	4560410	01-JUL-2014	MANIFEST LLC
COPYEDITING	86138115	09-DEC-2013	4669917	13-JAN-2015	MANIFEST LLC
CONTENT VELOCITY	86132426	02-DEC-2013	4804712	01-SEP-2015	MANIFEST LLC
CONTENT VELOCITY	86123032	19-NOV-2013	4669821	13-JAN-2015	MANIFEST LLC
CONTENTOLOGY	86123067	19-NOV-2013	4669822	13-JAN-2015	MANIFEST LLC
CONTENTWISE	86123090	19-NOV-2013	4686829	17-FEB-2015	MANIFEST LLC
HEALTHYMOVES	75344222	20-AUG-1997	2215486	29-DEC-1998	MANIFEST LLC
WISEMOVES	75344223	20-AUG-1997	2243715	04-MAY-1999	MANIFEST LLC

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	CURRENT OWNER
SERIOUS ABOUT SMALL BUSINESS	74549932	15-JUL-1994	1907335	25-JUL-1995	MANIFEST LLC
VIM & VIGOR	74300480	03-AUG-1992	1821238	15-FEB-1994	MANIFEST LLC
"IDEABANK"	74106613	17-OCT-1990	1695029	16-JUN-1992	MANIFEST LLC
VITAL SPEECHES OF THE DAY	71357622	29-OCT-1934	0321584	05-FEB-1935	MANIFEST LLC

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RECORDED: 01/27/2020

TRADEMARK  
REEL: 006847 FRAME: 0526