

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNDERLINE COMMUNICATIONS, LLC		02/28/2020	Limited Liability Company: NEW YORK
GOBLE & ASSOCIATES, LLC		02/28/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	WINTRUST BANK, N.A., as Administrative Agent		
Street Address:	231 S. LaSalle Street		
Internal Address:	2nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2673199	UNDERLINE COMMUNICATIONS	
Registration Number:	4944559	COMPASS MARKETING INTELLIGENCE TOOL	
Registration Number:	5168278	LOCALWAVE	
Registration Number:	5091236	LOCALWAVE	
Registration Number:	4580436	RETAIL ARCHETYPES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	18604837		
NAME OF SUBMITTER:	William R. Siegel		

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SIGNATURE:	/william r siegel/
DATE SIGNED:	03/02/2020
Total Attachments: 4 source=Wintrust-Merge Trademark Security Agreement (Feb 2020) [EXECUTED]#page1.tif source=Wintrust-Merge Trademark Security Agreement (Feb 2020) [EXECUTED]#page2.tif source=Wintrust-Merge Trademark Security Agreement (Feb 2020) [EXECUTED]#page3.tif source=Wintrust-Merge Trademark Security Agreement (Feb 2020) [EXECUTED]#page4.tif	

TRADEMARK SECURITY AGREEMENT

February 28, 2020

WHEREAS, **UNDERLINE COMMUNICATIONS, LLC**, a New York limited liability company ("Underline"), and **GOBLE & ASSOCIATES, LLC**, an Illinois limited liability company ("Goble") and together with Underline, the "Grantors" and each, a "Grantor"), and **WINTRUST BANK, N.A.**, a subsidiary of Wintrust Financial Corporation, as Administrative Agent ("Administrative Agent"), are parties to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof, among HY Connect, Inc., Partners & Simons, Inc., ADHM Marketing Holdings, Inc., PS Marketing Holdings, Inc., AVID Design, Inc., Dodge Communications, Inc., Myelin Health Communications, Inc., Goble, Underline and UNISON Resource Company, LLC (as amended, restated, supplemented or otherwise modified from time to time, respectively, the "Loan Agreement");

WHEREAS, pursuant to the terms of the Loan Agreement, each Grantor created in favor of Administrative Agent, on behalf of the Lenders, a security interest in, and Administrative Agent and the Lenders have become secured creditors with respect to, substantially all of the assets of such Grantor, which includes the Intellectual Property Collateral (as defined below); and

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in, various intangible assets, including the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent, on behalf of the Lenders, a security interest in all of such Grantor's right, title and interest in and to the following (collectively, the "Intellectual Property Collateral"):

(A) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in any application for registration of a trademark 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 such application for registration or any registration that issued from such application for registration of a trademark under any applicable law or the trademark that is the subject thereof (including any United States "intent to use" trademark applications for which a statement of use has not been filed and accepted by the applicable office but only until such statement is accepted by applicable office), together with the goodwill symbolized thereby (the "Trademarks");

(B) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(C) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(D) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Assets (as such term is defined in the Loan Agreement).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Intellectual Property Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement (this "Agreement") shall be governed and shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

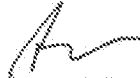
Terms defined in the Loan Agreement and used herein without other definition shall have the respective meanings assigned to them in the Loan Agreement.

[Signature Page Follows]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by an officer of such Grantor, effective as of the date first written above.

GRANTORS:

UNDERLINE COMMUNICATIONS, LLC.
a New York limited liability company

By: 
Name: Andrew Wehr
Title: Controller

GOBLE & ASSOCIATES, LLC.
an Illinois limited liability company

By: 
Name: Andrew Wehr
Title: Controller

SCHEDULE A

TRADEMARKS/SERVICE MARKS

Ser. No. / App. No.	Registration	Mark	Jurisdiction	Owner of Record
76325145	2673199	UNDERLINE COMMUNICATIONS	USPTO	Underline
86634842	4944559	COMPASS	USPTO	Goble
87005667	5168278	LOCALWAVE	USPTO	Goble
87059687	5091236	LOCALWAVE	USPTO	Goble
85320056	4580436	retail archetypes	USPTO	Goble