

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565207

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aptos, LLC		03/04/2020	Limited Liability Company: NEW YORK
Shopvisible, LLC		03/04/2020	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1371037	APROPOS
Registration Number:	1970981	APROPOS
Registration Number:	4976588	APTOS
Registration Number:	4976589	APTOS
Registration Number:	4967652	APTOS
Registration Number:	4967651	APTOS
Registration Number:	4834836	SHOPVISIBLE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

OP \$190.00 1371037

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/04/2020
Total Attachments: 5 source=03. Trademark Security Agreement#page1.tif source=03. Trademark Security Agreement#page2.tif source=03. Trademark Security Agreement#page3.tif source=03. Trademark Security Agreement#page4.tif source=03. Trademark Security Agreement#page5.tif	

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):

- 1. Aptos, LLC
- 2. Shopvisible, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. LLC-NY; 2. LLC-GA
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 4, 2020

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: KeyBank National Association

Street Address: 127 Public Square

City: Cleveland

State: OH

Country: USA Zip: 44114

- Individual(s) Citizenship _____
- Association Citizenship USA
- 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)

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

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

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: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

Elaine Carrera

March 4, 2020

Date

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 4, 2020, is made by the entity listed as Grantor on the signature page hereto (the “**Grantor**”), in favor of KeyBank National Association, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain U.S. Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”, capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement), among the Grantor, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Credit Agreement), the Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, in each case solely, to the extent the same constitute Collateral (the “**Trademarks**”). Until the Termination Date (as defined in the Credit Agreement), the Agent shall retain its security interest in the Trademarks granted herein and in the Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the Security Agreement.

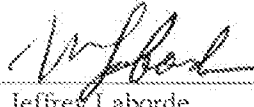
NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the Agent a lien on and security interest in, all of its right, title and interest in, to and under the Trademarks.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantor does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

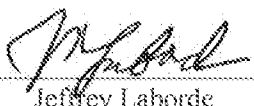
[Signature Pages Follow]

IN WITNESS WHEREOF, the 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.

APTOS, LLC, as Grantor

By: 
Name: Jeffrey Laborde
Title: Treasurer

SHOPVISIBLE, LLC, as Grantor

By: 
Name: Jeffrey Laborde
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

KEYBANK NATIONAL ASSOCIATION,
as Agent

By: _____

Name: Sean P. Maclver

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006882 FRAME: 0012

**Schedule I
Trademarks**

U.S. Trademarks and Applications

Mark	Juris.	App./Reg. No. App./Reg. Date	Owner of Record
APROPOS	U.S.	1371037 11/19/1985 (Cancelled)	Aptos, LLC (f/k/a Aptos, Inc.) ¹
APROPOS	U.S.	1970981 04/30/1996 (Cancelled)	Aptos, LLC (f/k/a Aptos, Inc.) ²
APTOS	U.S.	4976588 06/14/2016	Aptos, LLC (f/k/a Aptos, Inc.) ³
APTOS	U.S.	4976589 06/14/2016	Aptos, LLC (f/k/a Aptos, Inc.) ⁴
APTOS	U.S.	4967652 05/31/2016	Aptos, LLC
APTOS	U.S.	4967651 05/31/2016	Aptos, LLC
SHOPVISIBLE	U.S.	4834836 10/20/2015	Shopvisible, LLC

¹ Company will file assignment to update record ownership at U.S. Trademark Office.

² Company will file assignment to update record ownership at U.S. Trademark Office.

³ Company will file assignment to update record ownership at U.S. Trademark Office.

⁴ Company will file assignment to update record ownership at U.S. Trademark Office.