

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALL WEB LEADS, INC.		05/27/2020	Corporation: DELAWARE
INSURANCEQUOTES, INC.		05/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4883117		
Registration Number:	4883078	INTELLIGENT SOLUTIONS. BRIGHTER RESULTS.	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-284-4512		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 Century Park East, Suite 2400		
Address Line 2:	c/o Kimberley A. Lathrop		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11964.204		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	05/27/2020		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

May 27, 2020

TRADEMARK SECURITY AGREEMENT (this “Trademark Agreement”) is dated as of the date hereof, by and among each of the Grantors listed on the signature pages hereto (each a “Grantor” and collectively, the “Grantors”), and MIDCAP FINANCIAL TRUST, a Delaware statutory trust, (in such capacity as administrative agent, together with its successors and assigns in such capacity, the “Administrative Agent”), as Administrative Agent for itself and for certain other Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, each Grantor is the owner of the Trademarks as listed on Schedule A hereto;

WHEREAS, each Grantor and the Administrative Agent are parties, among others, to that certain Credit Agreement, dated as of December 29, 2015 (as amended by that certain First Amendment to Credit Agreement, dated as of January 6, 2016, that certain Amended and Restated Forbearance Agreement and Second Amendment to Credit Agreement, dated as of May 31, 2017, that certain Limited Waiver and Third Amendment to Credit Agreement, dated as of September 8, 2017, that certain Forbearance Agreement and Fourth Amendment to Credit Agreement dated as of October 1, 2019, that certain Limited Consent and Incremental Amendment to Credit Agreement, dated as of January 9, 2020 and as may be further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to All Web Leads, Inc., a Delaware corporation under the Sixth Amendment to Credit Agreement, dated as of the date hereof, that the Grantors execute and deliver to the Administrative Agent this Trademark Agreement;

WHEREAS, each Grantor has granted to Secured Parties (as defined below) a security interest in certain of such Grantor’s personal property and fixture assets, including without limitation the Trademarks listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement:

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of

the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

PTO. The United States Patent and Trademark Office.

Secured Parties. Collectively, the Lenders and the Administrative Agent.

Security Agreement. That certain Pledge and Security Agreement dated as of December 29, 2015, by and among the Grantors and certain other Debtors (as defined therein) from time to time party thereto for the benefit of Secured Parties as the same may be hereafter amended, restated, amended and restated, supplemented, extended, substituted and/or otherwise modified from time to time.

Trademark Agreement. This Trademark Security Agreement, as amended and in effect from time to time.

Trademark Collateral. All of each Grantor's right, title and interest in and to all of the Trademarks, the Trademark License Rights, and all other Trademark Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property. Notwithstanding the foregoing or anything to the contrary provided in this Trademark Agreement, "Trademark Collateral" shall not include, and the Grantors shall not be deemed to have granted a security interest in, Excluded Assets.

Trademark License Rights. Any and all past, present or future rights and interests of each Grantor, but specifically excluding any obligations of such Grantor, pursuant to any and all past, present and future licensing agreements, written or oral, in favor of such Grantor, or to which such Grantor is a party, pertaining to any Trademarks, or Trademark Rights, owned or used by third parties in the past, present or future, including the right in the name of such Grantor or the Secured Parties to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademarks; the right (but not the obligation) to register claims under any federal, state or foreign Trademark law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of such Grantor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks or the Trademark Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Trademark License Rights.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, each Grantor hereby grants to the Administrative Agent, on behalf of the Secured Parties, A CONTINUING SECURITY INTEREST IN ALL OF THE TRADEMARK COLLATERAL. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH SUCH GRANTOR IS A PARTY RELATING TO THE TRADEMARKS.

3. Acknowledgement of Security Agreement. This Trademark Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

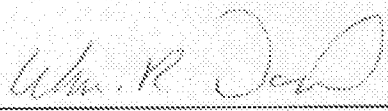
4. Termination. On the Termination Date or pursuant to any releases of Collateral which shall be permitted or required by, or approved under, the terms of the Credit Agreement or of any other Loan Document, this Trademark Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of such Grantor, execute and deliver to such Grantor all instruments as may be necessary or proper to release the security interests granted to the Administrative Agent hereunder.

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IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

"Grantors"


ALL WEB LEADS, INC.

By: 

Name: William R. Daniel

Title: Chief Executive Officer, President and Treasurer

INSURANCEQUOTES, INC.

By: 

Name: William R. Daniel

Title: Chief Executive Officer, President and Treasurer

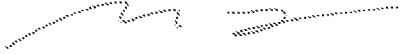
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006947 FRAME: 0407

MIDCAP FINANCIAL TRUST,
a Delaware statutory trust


By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A

Registered Trademarks

<u>Name of Loan Party/Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
ALL WEB LEADS, INC.	U.S.	4883117	Jan. 5, 2016	Mar. 12, 2015	ALL WEB LEADS, INC.	
INSURANC EQUOTES, INC.	U.S.	4883078	Jan. 5, 2016	Mar. 12, 2015	INSURANCE QUOTES, INC.	INTELLIGENT SOLUTIONS. BRIGHTER RESULTS.