

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM579479

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of a Security Interest -- Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ServiceChannel.com, Inc.		06/03/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TC Lending, LLC, as Collateral Agent		
<b>Street Address:</b>	888 Seventh Avenue, 35th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10106		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5209156	SERVICECHANNEL	
<b>Registration Number:</b>	5209406		
<b>Registration Number:</b>	2461696	SERVICECHANNEL	
<b>Registration Number:</b>	5946327	SERVICEX	
<b>Registration Number:</b>	5897248	SERVICECHANNEL	
<b>Registration Number:</b>	1680170	STORE SERVICES SOFTWARE	
<b>Registration Number:</b>	4860922	GUIDEKICK	
<b>Registration Number:</b>	4860919	GUIDEKICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	058423-0047		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		

OP \$215.00 5209156

<b>DATE SIGNED:</b>	06/03/2020
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**Total Attachments: 3**

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GRANT OF A SECURITY INTEREST – TRADEMARKS

June 3, 2020

WHEREAS, ServiceChannel.com, Inc., a Delaware corporation (the “Grantor”), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of June 3, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of TC Lending, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

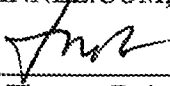
If any conflict or inconsistency exists between this Grant of Security Interest – Trademarks and the Security Agreement, the Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

SERVICECHANNEL.COM, INC.

By:



\_\_\_\_\_  
Name: Thomas Buiocchi

Title: Chief Executive Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Trademark Name</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
SERVICECHANNEL	87/205822	17-Oct-2016	5209156	23-May-2017
INTERSECTING TRAPEZOID DESIGN	87/225715	03-Nov-2016	5209406	23-May-2017
SERVICECHANNEL (AND DESIGN)	76/063535	26-May-2000	2461696	19-Jun-2001
SERVICEX	88/407688	29-Apr-2019	5946327	24-Dec-2019
SERVICECHANNEL (AND DESIGN)	88/427089	13-May-2019	5897248	29-Oct-2019
STORE SERVICES SOFTWARE	74/142902	26-Feb-1991	1680170	24-Mar-1992
GUIDEKICK	86/441,875	31-Oct-2014	4860922	24-Nov-2015
GUIDEKICK (Stylized and/or with Design)	86/441,588	31-Oct-2014	4860919	24-Nov-2015