

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMG Extol, LLC		06/08/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Patriot Capital IV (A), L.P.		
Street Address:	509 S Exeter St		
Internal Address:	Suite 210		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4105234	DIRECTLINE	
Registration Number:	5604837	LD DIRECTLINE	
Serial Number:	88041641	DL	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	britt.strahler@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jonathan Stoian		
SIGNATURE:	/Jonathan Stoian/		
DATE SIGNED:	06/12/2020		
Total Attachments: 17			
source=IP filing#page1.tif			
source=IP filing#page2.tif			

OP \$90.00 4105234

source=IP filing#page3.tif
source=IP filing#page4.tif
source=IP filing#page5.tif
source=IP filing#page6.tif
source=IP filing#page7.tif
source=IP filing#page8.tif
source=IP filing#page9.tif
source=IP filing#page10.tif
source=IP filing#page11.tif
source=IP filing#page12.tif
source=IP filing#page13.tif
source=IP filing#page14.tif
source=IP filing#page15.tif
source=IP filing#page16.tif
source=IP filing#page17.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):

SMG Extol, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 8, 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: Patriot Capital IV (A), L.P.

Street Address: 509 S Exeter St, Suite 210

City: Baltimore

State: Maryland

Country: USA Zip: 21202

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- 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) 88/041,641 Text DL

B. Trademark Registration No.(s) 4,105,234 and 5,604,837

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: Jonathan Stoian

Internal Address: _____

Street Address: 100 Light Street

City: Baltimore

State: Maryland Zip: 21202

Phone Number: (410) 385-3854

Docket Number: _____

Email Address: jstoian@milesstockbridge.com

6. Total number of applications and registrations involved:

3

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:

Jonathan Stoian
Signature

6/11/20
Date

Jonathan Stoian
Name of Person Signing

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

17

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

THIS INSTRUMENT IS SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE “INTERCREDITOR AGREEMENT”) DATED AS OF NOVEMBER 15, 2019, BETWEEN PNC BANK, NATIONAL ASSOCIATION, AND PATRIOT CAPITAL IV (A), L.P. TO THE INDEBTEDNESS AND OTHER LIABILITIES OWED TO THE LENDERS (AS THAT TERM IS DEFINED IN THE INTERCREDITOR AGREEMENT) WITH RESPECT TO THE SENIOR INDEBTEDNESS (AS THAT TERM IS DEFINED IN THE INTERCREDITOR AGREEMENT), AND EACH HOLDER HEREOF, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of June 8, 2020, is made by SMG EXTOL, LLC (d/b/a Direct Line), a California limited liability company (“SMG”) and DIRECT LINE HOLDINGS, LLC, a Delaware limited liability company (“Holdings” and together with SMG and any other Person that may hereafter become a party to this Agreement as a grantor of liens hereunder, collectively, “Grantors” and each a “Grantor”), in favor of PATRIOT CAPITAL IV (A), L.P., a Delaware limited partnership, as “Lender” under the below-defined Loan Agreement (together with its successors and assigns).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Subordinated Loan Agreement, dated as of February 23, 2018, by and among the Lender, SMG, Holdings and each other Person hereafter joined thereto as a borrower or guarantor from time to time, as amended by that certain First Amendment to Senior Subordinated Loan Agreement, dated as of November 15, 2019 (as further amended, modified, supplemented, renewed, restated or replaced from time to time, the “Loan Agreement”; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement), Lender has made and/or will in the future make certain extensions of credit to the Borrowers upon the terms and subject to the conditions set forth in the Loan Agreement;

WHEREAS, pursuant to those certain Security Agreements, each dated as of February 23, 2018 and made by one of the Grantors in favor of the Lender (the “Security Agreements”), Grantors have granted to Lender security interests in and liens upon substantially all of each Grantor’s assets, including without limitation all of each Grantor’s Intellectual Property and specifically including all of each Grantor’s registered United States patents, trademarks, license agreements and copyrights and all of each Grantor’s filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the “Intellectual Property Collateral” as hereinafter further defined); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement, and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the

United States Copyright Office (as applicable), in order to provide notice and/or protect all of Lender's security interest in and liens upon the Intellectual Property Collateral;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Security Agreements, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of any lien by any Grantor in any Collateral under the Security Agreements or any other Senior Subordinated Credit Document, to secure the prompt payment and performance of all Obligations to Lender, each Grantor hereby pledges and grants to Lender a continuing security interest in and lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its registered/issued United States patents and filed United States patent applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing (all of the foregoing, the "Patents");

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing (all of the foregoing, the "Trademarks");

(c) all goodwill of the business connected with the use of, and symbolized by, each of the Trademarks;

(d) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing (all of the foregoing, the "Copyrights");

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); and

(f) all cash, income, royalties, fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor, proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor, and all rights to sue and recover at law or in

equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations unless and until the Obligations have been paid in full in immediately available funds and all commitments under the Loan Agreement have been terminated.

Section 2. Security Agreements. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Lender pursuant to the Security Agreements and/or any other document, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interests in and liens upon the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. The “Acknowledgement of Security Interest in Intellectual Property” attached hereto as Exhibit B is intended by the parties to be filed, and each Grantor hereby authorizes Lender to file and record a copy of such “Acknowledgement of Security Interest in Intellectual Property”, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly, but in no event later than thirty (30) days after the acquisition by a Grantor of any new Intellectual Property Collateral, Grantors shall deliver to Lender a duly executed Supplement to this Agreement in the form of Exhibit A hereto (a “Supplement”), listing all such newly acquired Intellectual Property Collateral on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Intellectual Property Collateral to Lender to secure the Obligations. Each Supplement is intended by the parties to be filed, and Grantors hereby authorize Lender to file and record a copy of each Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Intellectual Property Collateral shall immediately and automatically upon any Grantor’s acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Intellectual Property Collateral but Grantors fail for whatever reason to promptly execute and deliver a Supplement to Lender pursuant to this Section 5, each Grantor hereby authorizes Lender, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such

newly acquired Intellectual Property Collateral and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Lender that Schedule 1 sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of an Event of Default under the Loan Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights, options, and remedies granted to Lender under the Loan Agreement or any other document or otherwise available to Lender as a secured creditor at law or in equity, Lender may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code with respect to the Intellectual Property Collateral.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Lender under the Security Agreements or any other Senior Subordinated Credit Document, each Grantor hereby authorizes Lender, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Lender may deem necessary or desirable in order to create, protect or perfect the security interest provided for herein in the Intellectual Property Collateral and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Lender may deem necessary or desirable in order for Lender to enforce, assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Lender, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Security Agreements and the other Senior Subordinated Credit Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations have been paid in full in immediately available funds and satisfied and all of the commitments under the Loan Agreement have been terminated.

Section 9. Miscellaneous. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of Maryland. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such

provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Lender, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Lender. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or other electronic means of transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

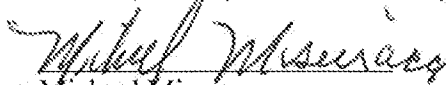
[Signature Pages Follow]

In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

SMG EXTOL, LLC (d/b/a Direct Line)

By:


Name: Michael Misuraca

Title: President

DIRECT LINE HOLDINGS, LLC

By: _____

Name: Scott D. Evans

Title: Chief Executive Officer

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006969 FRAME: 0766

In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

SMG EXTOL, LLC (d/b/a Direct Line)

By: _____
Name: Michael Misuraca
Title: President


DIRECT LINE HOLDINGS, LLC

By: Scott Evans
Name: Scott D. Evans
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

PATRIOT CAPITAL IV (A), L.P.

By: Patriot Partners IV, LLC,
a Delaware limited liability company, its general partner

By: 

Name: Dan Yardley

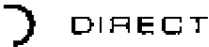
Title: Managing Director

Schedule 1
to
Intellectual Property Security Agreement

1. Patents and Patent Applications

None

2. Trademarks and Trademark Applications

Grantor	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
Holdings	None.				
SMG	DIRECTLINE	85/360,585	06-30-2011	4,105,234	02-28-2012
SMG	DL	88/041,641	07-17-2018	pending	
SMG	LD DIRECTLINE and Design 	87/711,840	12-07-2017	5,604,837	11-13-2018

3. Copyrights and Copyright Applications

None

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, 201___, by SMG EXTOL, LLC (d/b/a Direct Line), a California limited liability company ("SMG") and DIRECT LINE HOLDINGS, LLC, a Delaware limited liability company ("Holdings" and together with SMG and together with any other Person that may hereafter become a party to the below-defined IP Security Agreement as a grantor of liens thereunder, collectively, "Grantors" and each a "Grantor") in favor of PATRIOT CAPITAL IV (A), L.P., under the Loan Agreement referenced below (together with its successors and assigns):

W I T N E S S E T H

WHEREAS, Grantors and Lender are parties to a certain Intellectual Property Security Agreement, dated as of May ___, 2020 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "IP Security Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, to secure the prompt payment and performance of all Obligations to Lender, Grantors have assigned, pledged and granted to Lender a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, pursuant to the IP Security Agreement, Grantors have agreed that upon the acquisition by Grantors of any new Intellectual Property Collateral, Grantors shall deliver to Lender a Supplement to the IP Security Agreement in the form of Exhibit A thereto pursuant to which Grantors shall reconfirm the grant by them of a security interest in and lien upon all such newly acquired Intellectual Property Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of any security interest or lien by any Grantor in and upon any Collateral under the Loan Agreement or any other Senior Subordinated Credit Documents, to secure the prompt payment and performance of all Obligations to Lender, each Grantor hereby assigns, pledges and grants to Lender a continuing security interest in and to and lien upon all of such Grantor's right,

title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Intellectual Property Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement. Grantors hereby authorize Lender to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Representations and Warranties. Each Grantor hereby represents and warrants to Lender that Schedule I hereto sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Security Agreement or any Schedule to any other Supplement to the original IP Security Agreement delivered by Grantor since the date thereof but prior to the date hereof.

Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement; all of the provisions of which IP Security Agreement are and remain in full force and effect as supplemented by this Supplement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

SMG EXTOL, LLC (d/b/a Direct Line)

By: _____
Name:
Title:

DIRECT LINE HOLDINGS, LLC

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

PATRIOT CAPITAL IV (A), L.P.

By: Patriot Partners IV, LLC,
a Delaware limited liability company, its general partner

By: _____
Name:
Title:

SCHEDULE I

TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED _____

EXHIBIT B

Acknowledgement of Security Interest in Intellectual Property
June 8, 2020

WHEREAS, SMG EXTOL, LLC (d/b/a Direct Line), a California limited liability company (“SMG”) and DIRECT LINE HOLDINGS, LLC, a Delaware limited liability company (“Holdings” and together with SMG collectively, “Grantors” and each a “Grantor”), have adopted, used and is using, and holds all right, title and interest in and to, the Patents, Trademarks and Copyrights (as those terms are defined in the Loan Agreement referenced below) listed on the annexed Schedule 1;

WHEREAS, SMG and Holdings have entered into that certain Senior Subordinated Loan Agreement, dated as of February 23, 2018, as amended by that certain First Amendment to Senior Subordinated Loan Agreement, dated as of November 15, 2019 (as further amended, modified, supplemented, renewed, restated or replaced from time to time, the “Loan Agreement”), by and among PATRIOT CAPITAL IV (A), L.P., a Delaware limited partnership (“Lender”), SMG, Holdings and each other Person hereafter joined thereto as a Borrower from time to time;

WHEREAS, the Grantors have entered into that certain Intellectual Property Security Agreement, date as of the date hereof (the “IP Security Agreement”), with the Lender pursuant to which each Grantor has granted to the Lender a continuing security interest in all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as such term is defined in the IP Security Agreement) (the “Collateral”), to secure the payment, performance and observance of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Lender a continuing security interest in the Collateral set forth on Schedule 1 hereto to secure the prompt payment, performance and observance of the Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the IP Security Agreement and the other Senior Subordinated Credit Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

All capitalized terms used herein without definition have the same meanings given to such terms in the Loan Agreement.

[Signature Page Follows]

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

GRANTORS:

SMG EXTOL, LLC (d/b/a Direct Line)

By: _____
Name: Mayank Vaishnav
Title: Chief Financial Officer

DIRECT LINE HOLDINGS, LLC

By: _____
Name: Scott D. Evans
Title: Chief Executive Officer

SCHEDULE 1


To

Acknowledgement of Security Interest in Intellectual Property

1. Patents and Patent Applications

None

2. Trademarks and Trademark Applications

Grantor	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
Holdings	None.				
SMG	DIRECTLINE	85/360,585	06-30-2011	4,105,234	02-28-2012
SMG	DL	88/041,641	07-17-2018	pending	
SMG	LD DIRECTLINE and Design 	87/711,840	12-07-2017	5,604,837	11-13-2018

3. Copyrights and Copyright Applications

None