

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM600457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Standards for Digital Marketing, LLC		09/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	5001 Spring Valley Road, Suite 825W		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75244		
Entity Type:	State Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5293106	DIGITAL GAP ANALYSIS	
Registration Number:	5926904	XELLERANT	
Registration Number:	5587735	USDM DIGITAL	
Registration Number:	5439964	DIGITAL STRATEGY PLAYBOOK	
Registration Number:	4739565	ORANGE 142	
Registration Number:	3113506	EMOTIONALITY	
Registration Number:	2629853	USDM.NET	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	54237.51_Shapiro		
NAME OF SUBMITTER:	Venisa Dark		
SIGNATURE:	/Venisa Dark/		

OP \$190.00 5293106

DATE SIGNED:	09/30/2020
Total Attachments: 9 source=2020-09-30 IP Security Agreement from Universal Standards to East West Bank#page1.tif source=2020-09-30 IP Security Agreement from Universal Standards to East West Bank#page2.tif source=2020-09-30 IP Security Agreement from Universal Standards to East West Bank#page3.tif source=2020-09-30 IP Security Agreement from Universal Standards to East West Bank#page4.tif source=2020-09-30 IP Security Agreement from Universal Standards to East West Bank#page5.tif source=2020-09-30 IP Security Agreement from Universal Standards to East West Bank#page6.tif source=2020-09-30 IP Security Agreement from Universal Standards to East West Bank#page7.tif source=2020-09-30 IP Security Agreement from Universal Standards to East West Bank#page8.tif source=2020-09-30 IP Security Agreement from Universal Standards to East West Bank#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”), dated as of September 30, 2020, is made by and between Universal Standards for Digital Marketing, LLC, a Delaware limited liability company (“**Grantor**”), and **EAST WEST BANK**, a California state bank (“**Lender**”), on behalf of itself and its Affiliates (“**Secured Party**”).

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith, by and Grantor, certain other entities named as borrowers therein (collectively with Grantor, the “**Borrowers**”), and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Secured Party has agreed to extend certain loans to or for the direct or indirect benefit of Grantor; and

WHEREAS, the Grantor is a party to that certain Security Agreement, dated as of even date herewith, among Secured Party and the Borrowers (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “**Security Interest**”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Intellectual Property Collateral**”):

- (a) all of Grantor’s Patents, Patent applications, and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of Grantor’s Trademarks, Trademark applications, and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of Grantor’s Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals,

customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and

- (e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security for Secured Obligations. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Borrowers, or any grantor under the Security Agreement, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

6. Governing Law; Venue; Service of Process. THIS AGREEMENT AND ANY CONTROVERSY, DISPUTE, CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, ANY BREACH THEREOF, THE TRANSACTIONS CONTEMPLATED THEREBY, OR ANY OTHER DISPUTE BETWEEN OR AMONG LENDER AND ANY OF THE OBLIGATED PARTIES (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS; *PROVIDED THAT* LENDER SHALL RETAIN ALL RIGHTS UNDER FEDERAL LAW.

7. Intercreditor Legend. Anything herein to the contrary notwithstanding, the Liens and security interests securing the obligations evidenced by this agreement, the exercise of any right or remedy with respect hereto and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor Agreement, dated as of the date hereof (as amended, restated, supplemented, substituted, replaced or otherwise modified from time to time, the "***Intercreditor Agreement***"), by and between Silverpeak Credit Partners, LP (in its capacity as agent for the Silverpeak Facility Lenders and together with its successors and assigns, the "***Silverpeak Facility Agent***"), for and on behalf of the Silverpeak Facility Creditors and each other Silverpeak Facility Claimholder (each as defined in the Intercreditor Agreement) from time to time, and East West Bank, acting on behalf of each A/R Facility Claimholder (each as defined in the Intercreditor Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall govern and control.

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Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

GRANTOR:

**UNIVERSAL STANDARDS FOR DIGITAL
MARKETING, LLC**

By:

A handwritten signature in cursive script, appearing to read "Keith W. Smith", written over a horizontal dotted line.

Name: Keith W. Smith

Title: President

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 007065 FRAME: 0639

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(PART A)

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

Patents: None

Patent Licenses: None

(PART B)

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

1. Trademarks

All of the Trademarks set forth in the table below are registered with United States Patents and Trademarks Office as of the date indicated.

Brand	Reg. No.	Reg. Date
DIGITAL GAP ANALYSIS	5293106	9/19/2017
XELLERANT	5926904	12/3/2019
USDM DIGITAL	5587735	10/16/2018
DIGITAL STRATEGY PLAYBOOK	5439964	4/3/2018
ORANGE 142	4739565	5/19/2015
EMOTIONALITY	3113506	7/11/2006

USDM.NET	2629853	10/8/2002
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Trademark Licenses: None

(PART C)

COPYRIGHTS AND COPYRIGHT LICENSES

Copyrights: None

Copyright Licenses: None