

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baker Hill Acquisition, LLC c/o The Database Marketing Agency Inc.		10/05/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UMB Bank, N.A.		
Street Address:	6440 S. Millrock Drive, Suite 400		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84121		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3072229	PORTFOLIO RISK ADVISOR	
Registration Number:	2993440	CLIENT ADVISOR	
Registration Number:	3006690	EXCEPTION ADVISOR	
Registration Number:	3003287	BAKER HILL	
Registration Number:	3083230	BAKER HILL ORIGINATION	
Registration Number:	2981546	BANK2DEALER	
Registration Number:	2848970	BANK2CONSUMER	
Registration Number:	2867455	BAKER HILL ADVISOR	
Registration Number:	2715477	BANK2BUSINESS	
Registration Number:	1963158	ONEPOINT	
Registration Number:	5371305	BAKER HILL NEXTGEN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	415-984-8700		
Email:	lagueda@omm.com		
Correspondent Name:	Lisa Agueda/Alison L. Holtzman		

CH \$290.00 3072229

Address Line 1: 2 Embarcadero Center Fl 28
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Lisa Agueda, Attorney

SIGNATURE: /Lisa Agueda/

DATE SIGNED: 10/06/2020

Total Attachments: 4

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**SECURITY AGREEMENT
(TRADEMARKS)**

October 5, 2020

WHEREAS, Baker Hill Acquisition, LLC, a Delaware limited liability company (herein referred to as “Grantor”), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, Grantor has previously entered into a Pledge and Security Agreement dated as of September 21, 2015 (the “Security Agreement”) among Grantor, the other Pledgors named therein, and Triangle Mezzanine Fund LLLP, a North Carolina limited liability limited partnership (“TMF”), as agent for the lenders party to that certain Credit Agreement dated as of September 21, 2015 (as amended, modified, restated or supplemented from time to time, the “Credit Agreement”).

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of July 31, 2018 (the “TMF Assignment and Assumption Agreement”), and that certain Resignation and Agency Substitution Agreement, dated as of July 31, 2018 (the “TMF Resignation Agreement”), TMF assigned its rights in the Security Agreement and the Credit Agreement to the assignees party to the TMF Assignment and Assumption Agreement and resigned in its capacity as agent under the Credit Agreement and the other Financing Documents (as defined in the Credit Agreement), with BSP Agency, LLC, a Delaware limited liability company (“BSP”), as the successor agent.

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of the date hereof (the “BSP Assignment and Assumption Agreement”), and that certain Resignation and Agency Substitution Agreement, dated as of the date hereof (the “BSP Resignation Agreement”), BSP assigned its rights in the Security Agreement and the Credit Agreement to Dogwood Credit, LP and resigned in its capacity as agent under the Credit Agreement and the other Financing Documents (as defined in the Credit Agreement), with UMB Bank, N.A. as the successor agent.

WHEREAS, Grantor is obligated to UMB Bank, N.A, as agent (referred to herein as the “Grantee”) and the other Secured Parties (as defined in the Security Agreement) for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with 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 (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations.

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

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby 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.

Grantor's address is as follows:

Baker Hill Acquisition, LLC
c/o The Database Marketing Agency Inc.
12655 SW Center Street
100 Cascade Plaza West Beaverton
OR 97005

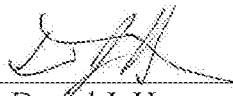
Grantee's address is as follows:

UMB Bank, N.A.
6440 S. Millrock Drive, Suite 400
Salt Lake City, UT 84121
Attn: Specialty Corporate Trust
Email: corptrustutah@umb.com
Fax: (385) 715-3025

[Signature page follows.]

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

BAKER HILL ACQUISITION, LLC

By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer

SCHEDULE 1 TO SECURITY AGREEMENT
TRADEMARKS

	Mark	Jurisdiction	App No. / App Date	Reg. No. / Reg. Date
1	PORTFOLIO RISK ADVISOR	US	76594046 5/26/2004	3072229 3/21/2006
2	CLIENT ADVISOR	US	76594048 5/26/2004	2993440 9/6/2005
3	EXCEPTION ADVISOR	US	76594047 5/26/2004	3006690 10/11/2005
4	BAKER HILL	US	7655523 10/31/2003	3003287 10/4/2005
5	BAKER HILL ORIGINATION	US	7655524 10/31/2003	3083230 4/18/2006
6	BANK2DEALER	US	7655525 10/31/2003	2981546 8/2/2005
7	BANK2CONSUMER	US	76483043 1/14/2003	2848970 6/1/2004
8	BAKER HILL ADVISOR	US	76447175 9/5/2002	2867455 7/27/2004
9	BANK2BUSINESS	US	76409401 5/17/2002	2715477 5/13/2003
10	ONE POINT	US	74646987 3/15/1995	1963158 3/19/1996
11	BAKER HILL NEXTGEN	US	87223830 11/2/2016	5371305 1/2/2018