

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605181

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HYPHEN SOLUTIONS, LLC		10/27/2020	Limited Liability Company: TEXAS
SKUSPHERE, LLC		10/27/2020	Limited Liability Company: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	CHURCHILL AGENCY SERVICES LLC
<b>Street Address:</b>	430 Park Avenue, 14th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3265521	BIDCONNECT
Registration Number:	2896251	BUILDPRO
Registration Number:	2882720	BUILDPRO
Registration Number:	2896249	BUILDPRO
Registration Number:	2896250	HYPHEN BUILDPRO
Registration Number:	2882719	HYPHEN BUILDPRO
Registration Number:	2882716	HYPHEN BUILDPRO
Registration Number:	2882717	HYPHEN SOLUTIONS
Registration Number:	2902113	HYPHEN SOLUTIONS
Registration Number:	2928197	HYPHEN SOLUTIONS
Registration Number:	2903083	HYPHEN SUPPLYPRO
Registration Number:	2917051	HYPHEN SUPPLYPRO
Registration Number:	3174588	REPORTCONNECT
Registration Number:	5162388	SKU SPHERE
Registration Number:	2926274	SUPPLYPRO
Registration Number:	2926275	SUPPLYPRO
Serial Number:	88787561	HYPHEN SUPPLYPRO GM

CH \$465.00 3265521

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88787552	HYPHEN WALLET
<b>CORRESPONDENCE DATA</b>		
Fax Number:	2129692900	
<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:	212-969-3000	
Email:	ypan@proskauer.com	
Correspondent Name:	Elizabeth Johnson	
Address Line 1:	Proskauer Rose LLP	
Address Line 2:	One International Place	
Address Line 4:	Boston, MASSACHUSETTS 02110-2600	
ATTORNEY DOCKET NUMBER:	37226-006	
NAME OF SUBMITTER:	Elizabeth Johnson	
SIGNATURE:	/Elizabeth Johnson/	
DATE SIGNED:	10/27/2020	
<b>Total Attachments: 5</b>		
source=Grant of Security Interest in Trademark Rights (Execution Version)#page1.tif		
source=Grant of Security Interest in Trademark Rights (Execution Version)#page2.tif		
source=Grant of Security Interest in Trademark Rights (Execution Version)#page3.tif		
source=Grant of Security Interest in Trademark Rights (Execution Version)#page4.tif		
source=Grant of Security Interest in Trademark Rights (Execution Version)#page5.tif		

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of October 27, 2020, is made by HYPHEN SOLUTIONS, LLC, a Texas limited liability company and SKUSPHERE, LLC, a Texas limited liability company (the "Grantors"), in favor of CHURCHILL AGENCY SERVICES LLC, as collateral agent (in such capacity, the "Agent") for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of October 27, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HYPHEN SOLUTIONS HOLDINGS LLC, a Delaware limited liability company ("Holdings"), HYPHEN SOLUTIONS, LLC (the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders") and CHURCHILL AGENCY SERVICES LLC, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered Security Agreement, dated as of October 27, 2020 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such

trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. 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.


4. Acknowledgment. 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 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 Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


**6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HYPHEN SOLUTIONS, LLC,  
as a Grantor

By:   
Name: Stephen Schilsky  
Title: Chief Financial Officer

SKUSPHERE, LLC,  
as a Grantor

By:   
Name: Stephen Schilsky  
Title: Authorized Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

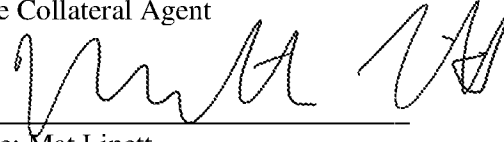
**TRADEMARK**  
**REEL: 007087 FRAME: 0729**

CHURCHILL AGENCY SERVICES LLC,  
as the Collateral Agent

By: \_\_\_\_\_

Name: Mat Linett

Title: Senior Managing Director

A handwritten signature in black ink, appearing to read 'Mat Linett', is written over a horizontal line. The signature is stylized and cursive.

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Owner</u>	<u>Registration/Application Number</u>	<u>Trademark</u>
Hyphen Solutions, LLC	3,265,521	BIDCONNECT
Hyphen Solutions, LLC	2,896,251	BUILDPRO
Hyphen Solutions, LLC	2,882,720	BUILDPRO
Hyphen Solutions, LLC	2,896,249	BUILDPRO
Hyphen Solutions, LLC	2,896,250	HYPHEN BUILDPRO
Hyphen Solutions, LLC	2,882,719	HYPHEN BUILDPRO
Hyphen Solutions, LLC	2,882,716	HYPHEN BUILDPRO
Hyphen Solutions, LLC	2,882,717	HYPHEN SOLUTIONS
Hyphen Solutions, LLC	2,902,113	HYPHEN SOLUTIONS
Hyphen Solutions, LLC	2,928,197	HYPHEN SOLUTIONS
Hyphen Solutions, LLC	2,903,083	HYPHEN SUPPLYPRO
Hyphen Solutions, LLC	2,917,051	HYPHEN SUPPLYPRO
Hyphen Solutions, LLC	3,174,588	REPORTCONNECT
SkuSphere, LLC	5,162,388	SKU SPHERE
Hyphen Solutions, LLC	2,926,274	SUPPLYPRO
Hyphen Solutions, LLC	2,926,275	SUPPLYPRO
Hyphen Solutions, LLC	88/787561 Intent to Use	HYPHEN SUPPLYPRO GM
Hyphen Solutions, LLC	88/787552 Intent to Use	HYPHEN WALLET