

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BLACKSMITH APPLICATIONS, INC.		12/02/2020	Corporation: DELAWARE
GOSIMPLE LLC		12/02/2020	Limited Liability Company: DELAWARE
T-PRO SOLUTIONS, INC.		12/02/2020	Corporation: DELAWARE
TABS GROUP, INC.		12/02/2020	Corporation: CONNECTICUT

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BDC, INC., as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	78393944	FORGE
Serial Number:	78660095	BLACKSMITH APPLICATIONS
Serial Number:	85743472	SMOKE JUMPERS
Serial Number:	87380712	BLACKSMITH APPLICATIONS
Serial Number:	90234745	BLACKSMITH
Serial Number:	90234742	BLACKSMITH APPLICATIONS
Serial Number:	90231430	SMOKE JUMPERS
Serial Number:	86511175	GOSIMPLE
Serial Number:	86541100	T-PRO
Serial Number:	86541114	T-PRO
Serial Number:	88327388	TPIQ
Serial Number:	88438008	DECISION INSIGHT
Serial Number:	86843651	TABS ANALYTICS
Serial Number:	85562500	SHOPPERIQ
Serial Number:	85854493	TABS INSIGHT

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85526865	TABS WORLDVIEW
Serial Number:	85379541	TABS PROMOMASTER
Serial Number:	85366408	TABS ACCUBASE
Serial Number:	85531889	QUICKTABS
Serial Number:	78849031	SIMUSHOP
Serial Number:	78529190	TABS AISLEMASTER
Serial Number:	77712250	THE EXPERTS IN CONSUMER ANALYTICS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: 71 S. Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	20664080
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	12/02/2020

Total Attachments: 6

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of December 2, 2020 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of GOLDMAN SACHS BDC, INC., a Delaware corporation (“**GS BDC**”), located at 200 West Street, New York, NY 10282, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 2, 2020 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among BLACKSMITH APPLICATIONS, INC., a Delaware corporation (the “**Company**”), GOSIMPLE LLC, a Delaware limited liability company (“**GoSimple**”), FSEABLERS, LLC, a Delaware limited liability company (“**FSEnablers**”), T-PRO SOLUTIONS, INC., a Delaware corporation (“**T-Pro Solutions**”), TABS GROUP INC., a Connecticut corporation (“**TABS Group**”, and together with the Company, GoSimple, FSEnablers, T-Pro Solutions and with each other Person party thereto that is designated as a Borrower from time to time, collectively, the “**Borrowers**”), BLACKSMITH APPLICATIONS HOLDINGS, INC., a Delaware corporation (“**Holdings**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and GS BDC, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of December 2, 2020, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. To secure payment, performance and observance of the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all rights to sue for past, present or future infringements of any of the foregoing, (iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing, and (v) all proceeds of any and all of the foregoing (collectively, the "**Trademark Collateral**"). For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a Trademark registration that would otherwise be deemed invalidated, cancelled, or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as a statement of use or amendment to allege use, as applicable, is filed with and accepted by the United States Patent and Trademark Office.

SECTION 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 Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

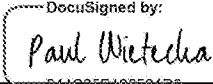
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge 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 Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 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.

[Signature Pages Follow]

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.

BLACKSMITH APPLICATIONS, INC.,
as a Grantor

By:  _____
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Name: Paul Wietecha

Title: Chief Executive Officer

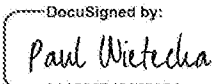
GOSIMPLE LLC,
as a Grantor

By:  _____
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Name: Paul Wietecha

Title: Chief Executive Officer

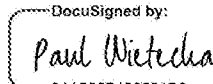
T-PRO SOLUTIONS, INC.,
as a Grantor

By:  _____
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Name: Paul Wietecha

Title: Chief Executive Officer

TABS GROUP, INC.,
as a Grantor

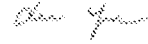
By:  _____
344C35E196584D9...

Name: Paul Wietecha

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

GOLDMAN SACHS BDC, INC.,
as Collateral Agent



By: _____

Name: David Yu

Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Application Date	Registration No.	Registration Date	Serial No.
Blacksmith Applications, Inc.	FORGE	3/31/2004	3,130,673	08/15/2006	78/393,944
Blacksmith Applications, Inc.	BLACKSMITH APPLICATIONS	6/28/2005	3,191,581	1/2/2007	78/660,095
Blacksmith Applications, Inc.	SMOKE JUMPERS	10/2/2012	4,357,166	6/25/2013	85/743,472
Blacksmith Applications, Inc.	BLACKSMITH APPLICATIONS with design	3/22/2017	5,993,420	02/25/2020	87/380,712
Blacksmith Applications, Inc.	BLACKSMITH	10/5/2020	Pending	-	90/234,745
Blacksmith Applications, Inc.	BLACKSMITH APPLICATIONS	10/5/2020	Pending	-	90/234,742
Blacksmith Applications, Inc.	SMOKE JUMPERS	10/2/2020	Pending	-	90/231,430
GoSimple LLC	GOSIMPLE AND Design	1/22/2015	4,799,483	8/25/2015	86/511,175
T-Pro Solutions, Inc.	T-Pro Name	2/20/2015	4,830,717	10/13/2015	86/541,100

T-Pro Solutions, Inc.	T-Pro Logo	2/20/2015	4,830,718	10/13/2015	86/541,114
T-Pro Solutions, Inc.	TPIQ Mark	03/06/2019	Pending	-	88/327,388
TABS Group, Inc.	DECISION INSIGHT	5/20/2019	5,953,695	1/7/2020	88/438,008
TABS Group, Inc.	TABS ANALYTICS	12/9/2015	5,051,362	9/27/2016	86/843,651
TABS Group, Inc.	SHOPPERIQ	3/7/2012	4,225,303	10/16/2012	85/562,500
TABS Group, Inc.	TABS INSIGHT	2/20/2013	4,431,586	11/12/2013	85/854,493
TABS Group, Inc.	TABS WORLDVIEW	1/27/2012	4,209,420	9/18/2012	85/526,865
TABS Group, Inc.	TABS PROMOMASTER	7/25/2011	4,102,500	2/21/2012	85/379,541
TABS Group, Inc.	TABS ACCUBASE	7/8/2011	4,102,209	2/21/2012	85/366,408
TABS Group, Inc.	QUICKTABS	2/2/2012	4,205,442	9/11/2012	85/531,889
TABS Group, Inc.	SIMUSHOP	3/29/2006	3,208,325	2/13/2007	78/849,031
TABS Group, Inc.	TABS AISLEMASTER	12/8/2004	3,357,131	12/18/2007	78/529,190
TABS Group, Inc.	THE EXPERTS IN CONSUMER ANALYTICS	4/13/2009	3,678,126	9/1/2009	77/712,250

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