

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613554

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TINUITI INC.		12/10/2020	Corporation: DELAWARE
Tinuiti-Strategy LLC		12/10/2020	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Antares Capital LP
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5963437	TINUITI
Registration Number:	4768124	ELITE SEM
Registration Number:	4188251	CPC STRATEGY
Registration Number:	5553458	EMAIL APTITUDE
Registration Number:	5553459	EMAIL APTITUDE
Registration Number:	5469682	E A
Registration Number:	4798734	DIGITAL ELITE
Registration Number:	5517210	ELITE DIGITAL
Registration Number:	4768125	PERFORMANCE DRIVEN DIGITAL MARKETING
Serial Number:	90078443	MOBIUS
Serial Number:	90078451	MOBIUSX
Serial Number:	90078458	MOBIUSAPPS
Serial Number:	90078468	MOBIUSOS

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000
Email: ypan@proskauer.com
Correspondent Name: Steven Hornik
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 25278-027

NAME OF SUBMITTER: Steven Hornik

SIGNATURE: /Steven Hornik/

DATE SIGNED: 12/10/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 10, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Tinuiti Inc., a Delaware corporation (“**Tinuiti**”) and Tinuiti-Strategy LLC (“**TS LLC**” and, together with Tinuiti, each a “**Grantor**” and, collectively “**Grantors**”), in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantors are party to that certain Security Agreement, dated as of December 10, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantors, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to the Trademarks (including those listed on Schedule A hereto) (collectively, the “**Trademark Collateral**”); *provided* that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

In no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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. In the event that any provision of this

Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantors, and at Grantors' sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

TINUITI INC., as a Grantor

DocuSigned by:
Brian Murphy
By: _____
49C45E2C38D1464...
Name: Brian C. Murphy
Title: Secretary and Treasurer

TINUITI-STRATEGY LLC, as a Grantor

DocuSigned by:
Brian Murphy
By: _____
49C45E2C38D1464...
Name: Brian C. Murphy
Title: Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

ANTARES CAPITAL LP,
as Administrative Agent and Collateral Agent

Matthew Eaves


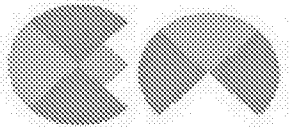
By: _____

Name: Matthew Eaves

Title: Duly Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Tinuiti Inc.	TINUITI	5963437	14-JAN-2020
Tinuiti Inc.	ELITE SEM	4768124	07-JUL-2015
Tinuiti-Strategy LLC	CPC Strategy	4188251	07-AUG-2012
Tinuiti Inc.	 EMAIL APTITUDE	5553458	04-SEP-2018
Tinuiti Inc.	EMAIL APTITUDE	5553459	04-SEP-2018
Tinuiti Inc.	 E A	5469682	15-MAY-2018
Tinuiti Inc.	Digital Elite	4798734	25-AUG-2015
Tinuiti Inc.	Elite Digital	5517210	17-JUL-2018
Tinuiti Inc.	Performance Driven Digital Marketing	4768125	07-JUL-2015

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
Tinuiti Inc.	MOBIUS	90078443	28-JUL-2020
Tinuiti Inc.	MOBIUSX	90078451	28-JUL-2020
Tinuiti Inc.	MOBIUSAPPS	90078458	28-JUL-2020
Tinuiti Inc.	MOBIUSOS	90078468	28-JUL-2020