

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615058

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MERITDIRECT LLC		12/16/2020	Limited Liability Company: CONNECTICUT
MERITDIRECT HOLDINGS, INC.		12/16/2020	Corporation: DELAWARE
COMPASS MARKETING SOLUTIONS LLC		12/16/2020	Limited Liability Company: NEBRASKA
180 BY TWO, LLC		12/16/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PENNANTPARK LOAN AGENCY SERVICING, LLC, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	590 Madison Avenue, 15th 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		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5945989	180BYTWO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178568201		
<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>			
<b>Phone:</b>	6178568200		
<b>Email:</b>	ip@brownrudnick.com		
<b>Correspondent Name:</b>	Brown Rudnick LLP		
<b>Address Line 1:</b>	One Financial Center		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>ATTORNEY DOCKET NUMBER:</b>	28228/30		
<b>NAME OF SUBMITTER:</b>	Matthew P. York		
<b>SIGNATURE:</b>	/Matthew P. York/		

CH \$40.00 5945989

<b>DATE SIGNED:</b>	12/17/2020
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**Total Attachments: 5**

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**SUPPLEMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT** (the “**Supplement**”) made as of this 16th day of December, 2020 by MERITDIRECT LLC, a Connecticut limited liability company (“**Borrower**”), MERITDIRECT HOLDINGS, INC., a Delaware corporation (“**Holdings**”), COMPASS MARKETING SOLUTIONS LLC, a Nebraska limited liability company (“**Compass**”), and 180 BY TWO, LLC, a Delaware limited liability company (“**180 by Two**”; and, together with Borrower, Holdings and Compass, each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of **PENNANTPARK LOAN AGENCY SERVICING, LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

**W I T N E S S E T H:**

**WHEREAS**, Grantee, Borrower, Holdings, Compass, 180 by Two and the other Grantors from time to time party thereto and the Lenders from time to time party thereto are parties to that certain Credit and Guaranty Agreement dated as of May 23, 2019 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extensions of credit to be made to the Borrower by the Lenders;

**WHEREAS**, the Grantors and Grantee are parties to that certain Trademark Security Agreement dated as of May 23, 2019 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Agreement**”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement); and

**WHEREAS**, pursuant to the Trademark Agreement, the Grantors have agreed that in connection with the acquisition by a Grantor of any Trademarks issued or applied for with the USPTO since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the “**New Trademarks**”), the Grantors shall deliver to Grantee a Supplement to the Trademark Agreement in substantially the form of Exhibit A to such Trademark Agreement pursuant to which the applicable Grantor shall grant and reconfirm the grant by them of a security interest in and lien on all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, each Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of the Grantors provided for or created under the Security and Pledge Agreement or any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the

Security and Pledge Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in and lien on such Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Miscellaneous. The terms and provisions of Article 9 (Expenses and Indemnity), Sections 12.1 (Survival), 12.2 (No Waivers), 12.3 (Notices), 12.4 (Severability), 12.7 (Headings), 12.10 (GOVERNING LAW; SUBMISSION TO JURISDICTION), 12.11 (WAIVER OF JURY TRIAL), and 12.16 (No Strict Construction) of the Credit Agreement and Section 11 (Continuing Agreement) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Agreement, mutatis mutandis, in each case, as if fully set forth herein.


6. Financing Document. This Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signatures on Following Page]


**IN WITNESS WHEREOF**, the undersigned have duly executed this Supplement No. 2 to Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTORS:**


**MERITDIRECT LLC**

By:   
Name: Rob Sanchez  
Title: Chief Executive Officer


**MERITDIRECT HOLDINGS, INC.**

By:   
Name: Rob Sanchez  
Title: Chief Executive Officer

**COMPASS MARKETING SOLUTIONS LLC**

By:   
Name: Rob Sanchez  
Title: Chief Executive Officer

**180 BY TWO, LLC**

By:   
Name: Rob Sanchez  
Title: Chief Executive Officer


[Signature Page to Supplement No. 2 to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007137 FRAME: 0741**

Agreed and Accepted  
As of the Date First Written Above

**GRANTEE:**

**PENNANTPARK LOAN AGENCY SERVICING,  
LLC, as Administrative Agent**

By: 

Name: Arthur H. Penn

Title: Chief Executive Officer

[Signature Page to Supplement No. 2 to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007137 FRAME: 0742**

**SCHEDULE A TO SUPPLEMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT  
DATED DECEMBER 16, 2020**

**Trademarks**

<b>Mark</b>	<b>Registration Date</b>	<b>U.S. Serial Number</b>	<b>Owner</b>
“180BYTWO” (Word Mark)	December 24, 2019	Registration No. 5,945,989	180 By Two, LLC