

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM622975

<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>
MEMBERCLICKS LLC		01/28/2021	Limited Liability Company: DELAWARE
WEBLINK ACQUISITION, LLC		01/28/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Administrative Agent		
<b>Street Address:</b>	100 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88081084	ATLAS	
<b>Serial Number:</b>	77730251	MEMBERCLICKS	
<b>Serial Number:</b>	75812825	MEMBERCLICKS	
<b>Serial Number:</b>	76070015	CHAMBER WEBLINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		
<b>DATE SIGNED:</b>	01/28/2021		
<b>Total Attachments: 5</b>			

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 28, 2021, is among **MEMBERCLICKS LLC**, a Delaware limited liability company (“MemberClicks”), and **WEBLINK ACQUISITION, LLC**, a Delaware limited liability company (“WebLink”, together with MemberClicks, each a “Grantor” and collectively “Grantors”), in favor of **GOLUB CAPITAL LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

**RECITALS**

**WHEREAS**, Grantors own the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Personify, Inc., a Virginia corporation (“Personify”) has entered into that certain Credit Agreement dated as of September 6, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Personify, as a borrower, by Lenders; and

**WHEREAS**, pursuant to the terms of that certain Security Agreement dated as of September 6, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Personify, Grantors, Grantee, and the other Persons party thereto as “Grantors” thereunder, each Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of each Grantor including all right, title and interest of Grantors in and to all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee a continuing security interest in all of such Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by such Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by such Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantors beyond the rights and obligations contained in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

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

MEMBERCLICKS, LLC, a Delaware limited liability company


By:   
Name: Joseph Hermes  
Title: Chief Financial Officer

WEBLINK ACQUISITION, LLC, a Delaware limited liability company

By:   
Name: Joseph Hermes  
Title: Chief Financial Officer


Acknowledged:

**GOLUB CAPITAL LLC,**  
a Delaware limited liability company,  
as Administrative Agent

By:   
Name: Robert G. Tuhscherer  
Title: Authorized Signatory

**Schedule 1 to Trademark Security Agreement**

Owner: MemberClicks, LLC

<u>Mark</u>	<u>Application No</u>	<u>Application Date</u>	<u>Registration No</u>	<u>Registration Date</u>
ATLAS	88081084	8/16/18	6043303	4/28/20
 memberClicks	77730251	5/6/09	3809232	6/29/10
<b>MEMBERCLICKS</b>	75812825	10/1/99	2518352	12/11/01

Owner: WebLink Acquisition, LLC

<u>Mark</u>	<u>Application No</u>	<u>Application Date</u>	<u>Registration No</u>	<u>Registration Date</u>
CHAMBER WEBLINK	76070015	6/14/00	2651114	11/19/02