

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627205

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OneTouchPoint Corp., as Grantor		02/19/2021	Corporation: DELAWARE
OneTouchPoint Mountain States, LLC, as Grantor		02/19/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Prospect Capital Corporation, as Collateral Agent
Street Address:	10 East 40th Street
Internal Address:	42nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4420607	ONETOUCHPOINT
Registration Number:	4493957	U.CONNECT
Registration Number:	2638232	DATABERT
Registration Number:	2681552	CLICKQUERY
Registration Number:	2613122	DMX DIRECT
Registration Number:	2605293	DMX DIRECT

CORRESPONDENCE DATA

Fax Number: 2126983599

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: 2126983500

Email: patents@dechert.com

Correspondent Name: DECHERT LLP

Address Line 1: THREE BRYANT PARK

Address Line 2: 1095 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10036

CH \$165.00 4420607

ATTORNEY DOCKET NUMBER:	178359
NAME OF SUBMITTER:	Thomas A. Rayski
SIGNATURE:	/Thomas A. Rayski/
DATE SIGNED:	02/19/2021

Total Attachments: 7

source=178359_OneTouchPoint_TrademarkSecurityAgreement#page1.tif
source=178359_OneTouchPoint_TrademarkSecurityAgreement#page2.tif
source=178359_OneTouchPoint_TrademarkSecurityAgreement#page3.tif
source=178359_OneTouchPoint_TrademarkSecurityAgreement#page4.tif
source=178359_OneTouchPoint_TrademarkSecurityAgreement#page5.tif
source=178359_OneTouchPoint_TrademarkSecurityAgreement#page6.tif
source=178359_OneTouchPoint_TrademarkSecurityAgreement#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of February 19, 2021 is made by each of the entities listed on the signature pages hereof (each, a “Grantor,” and collectively, the “Grantors”), in favor of Prospect Capital Corporation, a Maryland corporation (“Prospect”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to that certain Loan Agreement dated as of February 19, 2021 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among OneTouchPoint Corp., a Delaware corporation, as the Borrower, DMH Intermediate Inc., a Delaware corporation, as a Guarantor, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, Prospect as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”), and the Collateral Agent (the Collateral Agent together with the Administrative Agent, each an “Agent” and collectively the “Agents”), the Lenders have severally agreed to make Loans to the Borrower upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of February 19, 2021 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants 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 the following Collateral of such Grantor (the “Trademark Collateral”):

- a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;
- b) all renewals and extensions of the foregoing;
- c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and the IP Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration,” respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

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

GRANTORS

ONETOUCHPOINT CORP., as Grantor

By 

Name: David Holland

Title: Chief Executive Officer

ONETOUCHPOINT MOUNTAIN STATES,
LLC, as Grantor

By 

Name: David Holland

Title: Chief Executive Officer

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION, as Collateral
Agent

By _____

Name: M. Grier Eliasek

Title: President and Chief Operating Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007198 FRAME: 0103

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

GRANTORS

ONETOUCHPOINT CORP., as Grantor

By _____

Name:

Title:

ONETOUCHPOINT MOUNTAIN STATES,
LLC, as Grantor

By _____

Name:

Title:

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION, as
Collateral Agent

By  _____

Name: M. Grier Eliasek

Title: President and Chief Operating Officer

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

Trademark	Registered Owner	Registration No. / Application No.	Registration Date / Application Date	Status	Serial No.	Class	Jurisdiction
OneTouchPoint	OneTouchPoint Corp.	4420607	22-Oct-13	Live	85664591	Registered	United States
U.Connect	OneTouchPoint Corp.	4493957	11-Mar-14	Live	85923861	Registered	United States

Trademark	Registered Owner	Registration No. / Application No.	Registration Date / Application Date	Status	Serial No.	Class	Jurisdiction
DATABERT	OneTouchPoint Mountain States, LLC	2638232	22-Oct-2002	Live	76095076	Registered	United States
CLICKQUERY	OneTouchPoint Mountain States, LLC	2681552	28-Jan-2003	Live	75836704	Registered	United States
DMX DIRECT	OneTouchPoint Mountain States, LLC	2613122	27-Aug-2002	Live	75832722	Registered	United States
DMX DIRECT	OneTouchPoint Mountain States, LLC	2605293	6-Aug-2002	Live	75832721	Registered	United States