

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOCIAL SOLUTIONS GLOBAL, INC.		03/16/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC		
Street Address:	1345 Avenue of the Americas, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5914007	APRICOT	
Registration Number:	5914012	APRICOT 360	
Registration Number:	5077973	APRICOT	
CORRESPONDENCE DATA			
Fax Number:	7146686355		
<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>			
Phone:	7146686255		
Email:	sunnyelee@paulhastings.com		
Correspondent Name:	Sunny E. Lee		
Address Line 1:	695 Town Center Drive, 17th Floor		
Address Line 2:	PAUL HASTINGS LLP		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	92225-00042		
NAME OF SUBMITTER:	Sunny E. Lee		
SIGNATURE:	/s/ Sunny E. Lee		
DATE SIGNED:	03/17/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 16, 2021 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto (collectively, "Pledgors" and each individually, a "Pledgor"), in favor of AB PRIVATE CREDIT INVESTORS LLC, a Delaware limited liability company, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent"), pursuant to that certain Credit Agreement, dated as of April 26, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SOCIAL SOLUTIONS GLOBAL, INC., a Delaware corporation, as a borrower ("SSG"; SSG and each other Person from time to time party thereto as a borrower by execution of a Joinder Agreement, each a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), JANUS HOLDING COMPANY, LLC, a Delaware limited liability company ("Holdings"), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto, and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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

Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by any Pledgor, at such Pledgor's sole expense, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

SOCIAL SOLUTIONS GLOBAL, INC., a Delaware corporation

DocuSigned by:
Kenneth Saunders
By: _____
Name: Ken Saunders
Title: Chief Financial Officer

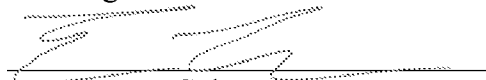
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007222 FRAME: 0912

Accepted and Agreed:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By:



Name: Evan Cohen

Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007222 FRAME: 0913

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Social Solutions Global, Inc.	5914007	APRICOT
Social Solutions Global, Inc.	5914012	APRICOT 360
Social Solutions Global, Inc.	5077973	APRICOT