

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM639628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AutoQuotes, LLC		04/15/2021	Limited Liability Company: DELAWARE
Axonon Inc.		04/15/2021	Corporation: MINNESOTA
FPX, LLC		04/15/2021	Limited Liability Company: TEXAS
Intelliquip, Inc.		04/15/2021	Corporation: WYOMING
Configure One Holdings, Inc		04/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Collateral Agent		
Street Address:	150 S Wacker Drive, Ste 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4931039	AUTOQUOTES	
Registration Number:	1905393	AUTOQUOTES	
Registration Number:	3838622	BUILD-IT BUY-IT	
Registration Number:	3452589	NETPRM	
Registration Number:	3116655	WORLDTRAK	
Registration Number:	5405359	FPX	
Registration Number:	5374131	FPX	
Registration Number:	5081998	INTELLIQUIP	
Registration Number:	5081997	INTELLIQUIP	
Registration Number:	4931533	FPX	
Registration Number:	4930085	BUSINESS IN CONCERT	
Registration Number:	4595980	FIREPOND BY FPX	
Registration Number:	4587189	CONFIGURE-PRICE-QUOTE	
Registration Number:	4007220	XSHEETS	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3924304	FPX CPQ
Registration Number:	3912506	FPX CPQ ONDEMAND
Registration Number:	3720363	FPX
Registration Number:	2890102	INTELLIQUIP
Registration Number:	3364574	CONFIGURE ONE

CORRESPONDENCE DATA

Fax Number:

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1356308
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	04/15/2021

Total Attachments: 5

source=AQS - Trademark Security Agreement [executed]#page3.tif

source=AQS - Trademark Security Agreement [executed]#page4.tif

source=AQS - Trademark Security Agreement [executed]#page5.tif

source=AQS - Trademark Security Agreement [executed]#page6.tif

source=AQS - Trademark Security Agreement [executed]#page7.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of April 15, 2021, is made by the Grantors (as identified below), in favor of Golub Capital LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, AUTOQUOTES, LLC, a Delaware limited liability company, **AXONOM INC.**, a Minnesota corporation, **FPX, LLC**, a Texas limited liability company, **INTELLIQUIP, INC.**, a Wyoming corporation, and **CONFIGURE ONE HOLDINGS, INC.**, a Delaware Corporation (each a “**Grantor**” and together the “**Grantors**”), owns the Trademark Collateral (as defined below); and

WHEREAS, each Grantor is party to a Security Agreement dated as of April 15, 2021 (the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Agreement.

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, 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 LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This 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. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUTOQUOTES, LLC

By: _____
Name: Jim Contardi
Title: Chief Executive Officer and President

AXONOM INC.

By: _____
Name: Hythem El-Nazer
Title: Chief Executive Officer, President and Secretary

FPX, LLX

By: _____
Name: Hythem El-Nazer
Title: President and Secretary

INTELLIQUIP, INC.

By: _____
Name: Hythem El-Nazer
Title: President and Secretary

CONFIGURE ONE HOLDINGS, INC.

By: _____
Name: Hythem El-Nazer
Title: President and Secretary

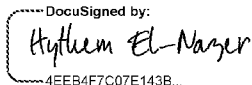
[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

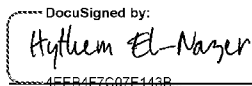
AUTOQUOTES, LLC

By: _____
Name: Jim Contardi
Title: Chief Executive Officer and President

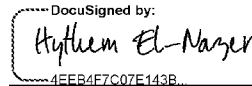
AXONOM INC.

By:  _____
Name: Hythem El-Nazer
Title: Chief Executive Officer, President and Secretary

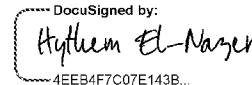
FPX, LLX

By:  _____
Name: Hythem El-Nazer
Title: President and Secretary

INTELLIQUIP, INC.

By:  _____
Name: Hythem El-Nazer
Title: President and Secretary

CONFIGURE ONE HOLDINGS, INC.

By:  _____
Name: Hythem El-Nazer
Title: President and Secretary

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

Registered Owner	Trademark Description	Registration Number	Registration Date
AutoQuotes, LLC	AUTOQUOTES	4931039	05-Apr-2016
AutoQuotes, LLC	AUTOQUOTES	1905393	18-Jul-1995
Axonom Inc.	BUILD-IT BUY-IT	3838622	24-Aug-2010
Axonom Inc.	NETPRM	3452589	24-Jun-2008
Axonom Inc.	WORLDTRAK	3116655	18-Jul-2006
FPX, LLC	FPX (Stylized) 	5405359	20-Feb-2018
FPX, LLC	FPX (Stylized) 	5374131	09-Jan-2018
Intelliquip, Inc.	INTELLIQUIP	5081998	15-Nov-2016
Intelliquip, Inc.	INTELLIQUIP	5081997	15-Nov-2016
FPX, LLC	FPX	4931533	05-Apr-2016
FPX, LLC	BUSINESS IN CONCERT	4930085	05-Apr-2016
FPX, LLC (formerly Firepond, Inc.)	FIREPOND BY FPX	4595980	02-Sep-2014
FPX, LLC	CONFIGURE- PRICE-QUOTE	4587189	19-Aug-2014
Intelliquip, Inc.	XSHEETS	4007220	02-Aug-2011
FPX, LLC	FPX CPQ	3924304	22-Feb-2011
FPX, LLC	FPX CPQ ONDEMAND	3912506	25-Jan-2011
FPX, LLC	FPX	3720363	01-Dec-2009
Intelliquip, Inc.	INTELLIQUIP	2890102	28-Sep-2004
Configure One Holdings, Inc	CONFIGURE ONE	3364574	08-Jan-2008

US Trademark Applications:

None.