

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPS ASSOCIATES LLC		07/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CRESCENT AGENCY SERVICES LLC		
Street Address:	100 FEDERAL STREET		
Internal Address:	31ST FLOOR		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6145481	APPS ASSOCIATES	
Registration Number:	3974269	SMARTDOG	
Registration Number:	6310017	SMARTDOG	
Registration Number:	3974272	SMART DOG	
Registration Number:	6304131	WATCHDOG	
Registration Number:	6311974	BLOODHOUND	
Registration Number:	2633437	DBA ON DEMAND	
Registration Number:	6202519	APPS PACK	
Registration Number:	5414151	ETHOS	
Registration Number:	3582059	ETHOS SOLUTIONS	
Serial Number:	90280680		
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		

CH \$290.00 6145481

TRADEMARK

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 22283.071

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 07/02/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2021, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Crescent Agency Services LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (including the Swingline Lender) and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of July 2, 2021 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement") by and among Quad-C Apps Holdco Inc., a Delaware corporation ("Holdings"), Quad-C Apps Midco Inc., a Delaware corporation ("Borrower"), each other Person party thereto that is designated as a Credit Party, the Lenders, the L/C Issuer from time to time party thereto and Crescent Agency Services LLC, as the Agent for the Lenders (including the Swingline Lender), the Lenders and the L/C Issuer have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of July 2, 2021 in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, 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, without limitation, 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, no security interest shall be granted, and the Trademark Collateral shall not include, any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office (but only until such statement is filed and accepted).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest 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 of a conflict between any provision of this Trademark Security Agreement and any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in

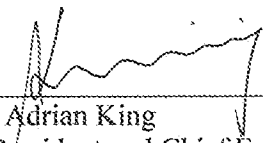
accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

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

Very truly yours,

APPS ASSOCIATES LLC

By: 
Name: Adrian King
Title: President and Chief Executive Officer

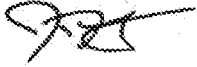
[Signature Page to Trademark Security Agreement]

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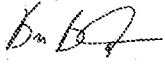
ACCEPTED AND AGREED
as of the date first above written:

CRESCENT AGENCY SERVICES LLC,
as the Agent

By: Crescent Capital Group LP, its Managing Member

By: 

Name: Jonathan Cignetti
Title: Managing Director

By: 

Name: Brian Ferguson
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark	Registration Number / Registration Date
Apps Associates LLC	APPS ASSOCIATES & Design (in color)	6145481 / September 8, 2020
Apps Associates LLC	SMARTDOG	3974269 / June 7, 2011
Apps Associates LLC	SMARTDOG	6310017 / March 30, 2021
Apps Associates LLC	SMARTDOG & Design	3974272 / June 7, 2011
Apps Associates LLC	WATCHDOG	6304131 / March 30, 2021
Apps Associates LLC	BLOODHOUND	6311974 / April 6, 2021
Apps Associates LLC	DBA ON DEMAND	2633437 / October 8, 2002
Apps Associates LLC	APPS PACK	6202519 / November 17, 2020
Apps Associates LLC	ETHOS	5414151 / February 27, 2018
Apps Associates LLC	ETHOS SOLUTIONS	3582059 / March 3, 2009

2. TRADEMARK APPLICATIONS

Owner	Trademark	Registration Number / Registration Date
Apps Associates LLC	APPS ASSOCIATES & Design (in color)	018213410 / August 7, 2020
Apps Associates LLC	APPS ASSOCIATES & Design (in color)	UK00918213410 / August 7, 2020

Applicant	Trademark	Serial Number / Filing Date
Apps Associates LLC	APPS ASSOCIATES & Design (in color)	4473760 / March 16, 2020
Apps Associates LLC	APPS ASSOCIATES & Design (in color)	4779752 / December 13, 2020
Apps Associates LLC	Head of Dog Design Mark	90280680 / October 27, 2020