

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664520

<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>
BARGES TECHNOLOGIES, INC.		08/03/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TREE LINE CAPITAL PARTNERS, LLC		
<b>Street Address:</b>	101 California Street		
<b>Internal Address:</b>	Suite 1700		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90431976	PURPLE OCEAN	
<b>Serial Number:</b>	90432002		
<b>Serial Number:</b>	90432016	PURPLE GARDEN	
<b>Serial Number:</b>	90432052		
<b>Serial Number:</b>	90432067	BITWINE	
<b>Serial Number:</b>	90432076	THERAPEER	
<b>Serial Number:</b>	90432092		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		
<b>Address Line 2:</b>	Attn: Moira Sheehan		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	22036.009005		

OP \$190.00 90431976

<b>NAME OF SUBMITTER:</b>	Moira Sheehan
<b>SIGNATURE:</b>	/Moira Sheehan/
<b>DATE SIGNED:</b>	08/03/2021
<b>Total Attachments: 4</b> source=Ingenio - Trademark Security Agreement (Executed)#page1.tif source=Ingenio - Trademark Security Agreement (Executed)#page2.tif source=Ingenio - Trademark Security Agreement (Executed)#page3.tif source=Ingenio - Trademark Security Agreement (Executed)#page4.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2021, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of TREE LINE CAPITAL PARTNERS, LLC (“*Tree Line*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

### WITNESSETH:

WHEREAS, Ingenio Holding Company, LLC, a Delaware limited liability company (“*Holdings*”), Ingenio, LLC, a Delaware limited liability company (“*Borrower*”), Horoscope.com, Inc., a Delaware corporation, Barges Technologies, Inc., a Delaware corporation, Peer Labs, LLC, a Delaware limited liability company, the other Subsidiaries of the Credit Parties that become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Tree Line, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”), and as the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), are parties to that certain Second Amended and Restated Revolving Credit and Term Loan Agreement, effective as of August 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of September 25, 2017 in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified 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 to induce the Lenders to continue to make their respective extensions of credit to the Borrower under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

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

Section 2. 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 and pledges 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 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).

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 Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 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.

Section 4. 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 its 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 (including by facsimile or other electronic means), 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 WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, each 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.

**BARGES TECHNOLOGIES, INC.**, as Grantor

By: \_\_\_\_\_

Name: Michael Ballard



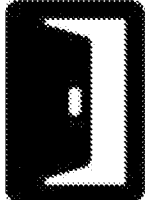
Title: President, Chief Financial Officer and  
Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007376 FRAME: 0543**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. TRADEMARKS APPLICATIONS OF BARGES TECHNOLOGIES, INC.

Country	Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date
United States of America	PURPLE OCEAN	Application Filed	90431976 Dec 30, 2020	
United States of America	Design only 	Application Filed	90432002 Dec 30, 2020	
United States of America	PURPLE GARDEN	Application Filed	90432016 Dec 30, 2020	
United States of American	Design only 	Application Filed	90432052 Dec 30, 2020	
United States of America	BITWINE	Application Filed	90432067 Dec 30, 2020	
United States of America	THERAPEER	Application Filed	90432076 Dec 30, 2020	
United States of American	Design only 	Application Filed	90432092 Dec 30, 2020	