

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667065

| | | | |
|---|-------------------------------------|-------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Frazer Computing, LLC | | 07/30/2021 | Limited Liability Company: DELAWARE |
| PSM Marketing LLC | | 07/30/2021 | Limited Liability Company: DELAWARE |
| Level 5 Marketing, LLC | | 07/30/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | AB Private Credit Investors LLC | | |
| Street Address: | 500 W. 5th Street | | |
| Internal Address: | Suite 1100 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78701 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4546571 | FRAZER | |
| Registration Number: | 5198987 | LOCAL WEB DOMINATOR | |
| Registration Number: | 6269513 | CUSTOMER CC CONNECTIONS | |
| Registration Number: | 4968349 | SHARP SHOOTER MARKETING | |
| Registration Number: | 5148703 | LEVEL 5 | |
| Registration Number: | 6068566 | COMPASS | |
| Serial Number: | 90263443 | MYNEXTRIDE.COM | |
| Serial Number: | 90596510 | MYNEXTRIDE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7044441111 | | |
| <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: | 7044441124 | | |
| Email: | elaine.hunt@alston.com | | |

CH \$215.00 4546571

Correspondent Name: Michele M. Glessner
Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine B. Hunt/

DATE SIGNED: 08/12/2021

Total Attachments: 5

source=psm marketing et al to ab private#page1.tif
source=psm marketing et al to ab private#page2.tif
source=psm marketing et al to ab private#page3.tif
source=psm marketing et al to ab private#page4.tif
source=psm marketing et al to ab private#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of July 30, 2021, is entered into by and among **FRAZER COMPUTING, LLC**, a Delaware limited liability company (“*Frazer*”), **PSM MARKETING LLC**, a Delaware limited liability company (“*PSM*”), **LEVEL 5 MARKETING, LLC**, a Delaware limited liability company (“*L5*”; together with Frazer and PSM, the “Grantors”) and **AB PRIVATE CREDIT INVESTORS LLC** (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), by and among the Assignee, the Grantors and certain affiliates of the Grantors, and (ii) that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among the Grantors, certain affiliates of the Grantors, the Lenders party thereto and the Assignee.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, including Section 3.1 thereof, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the United States registrations and applications for registration of Trademarks (excluding Internet domain names) referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to

the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided, further, that Trademarks and the collateral grant in this Section 1(a) shall not include any Trademarks that require action under the law of any jurisdiction outside of the United States to create or perfect a security interest or Lien in such Trademarks, which shall, for the avoidance of doubt, include all such Trademarks, not registered in the United States.

(b) Schedule A hereto contains a true and accurate list of all of the Grantors' federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

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

ASSIGNEE:

AB PRIVATE CREDIT INVESTORS LLC,
as Administrative Agent

By:  _____

Name: Evan Cohen

Title: Managing Director

Address of Assignee:

AB Private Credit Investors LLC
500 W. Fifth Street, Suite 1100
Austin, TX 78701
Attention: ARI Account
E-Mail: chris.lanshe@abglobal.com

GRANTORS:

FRAZER COMPUTING, LLC,
a Delaware limited liability company
LEVEL 5 MARKETING, LLC,
a Delaware limited liability company
PSM MARKETING LLC,
a Delaware limited liability company

By: ARI Network Services, Inc.,
Their: Manager

By: Tim MacDonald
Name: Tim MacDonald
Title: Chief Executive Officer

Address of Grantors:

True Wind Capital Management, L.P.
Four Embarcadero Center, Suite 2100
San Francisco, CA 94111
Attention: David Hirsch
E-mail: david@truewindcapital.com

with a copy to:

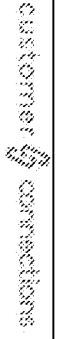
Kirkland & Ellis LLP
555 California Street
San Francisco, California 94104
Attention: Christopher Kirkham
Email: Christopher.kirkham@kirkland.com

ARI NETWORK
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 007388 FRAME: 0774

Schedule A to Trademark Security Agreement

Registered Trademarks

| Trademark | Jurisdiction | Registration Number | Registration Date | Grantor |
|---|---------------------|----------------------------|--------------------------|------------------------|
| FRAZER | US | 4,546,571 | June 10, 2014 | Frazer Computing, LLC |
| Local Web Dominator | US | 5,198,987 | May 9, 2017 | PSM Marketing LLC |
|  Customer 55 Corrections | US | 6,269,513 | February 16, 2021 | PSM Marketing LLC |
| SHARP SHOOTER MARKETING | US | 4,968,349 | May 31, 2016 | PSM Marketing LLC |
| LEVEL 5 | US | 5,148,703 | February 28, 2017 | Level 5 Marketing, LLC |
| COMPASS | US | 6,068,566 | June 2, 2020 | Level 5 Marketing, LLC |

Pending Trademark Applications

| Trademark | Jurisdiction | Serial Number | Filing Date | Grantor |
|------------------|---------------------|----------------------|--------------------|-----------------------|
| MYNEXTRIDE.COM | US | 90/263,443 | October 19, 2020 | Frazer Computing, LLC |
| MYNEXTRIDE | US | 90/596,510 | March 23, 2021 | Frazer Computing, LLC |