

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centiv Services Corp.		08/16/2021	Corporation: DELAWARE
BrandMuscle, Inc.		08/16/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2644179	CENTIV	
Registration Number:	2764940	INSTANT IMPACT	
Registration Number:	3720530	DESIGNTRACKER	
Registration Number:	3720531	DESIGNTRACKER	
Registration Number:	2593907		
Registration Number:	4461287	BRANDMUSCLE	
Registration Number:	2859911	BRANDASSEMBLER	
Registration Number:	2850684	BRANDBUILDER	
Registration Number:	2587620	BRANDMUSCLE	
Registration Number:	4461286	BRANDMUSCLE	
Registration Number:	2958033	BRANDPLANNER	
Registration Number:	5099872	PRINTBUILDER	
Registration Number:	5385264	LOCATIONBUILDER	
Registration Number:	5385265	CHANNELBUILDER	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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>			

CH \$365.00 2644179

Phone: 312-577-8438
Email: raquel.haleem@katten.com
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 08/16/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 16, 2021, is made by **CENTIV SERVICES CORP.**, a Delaware corporation (“**Centiv**”), and **BRANDMUSCLE, INC.**, a Delaware corporation (“**BrandMuscle**”); together with Centiv, each a “Grantor” and collectively the “Grantors”, in favor of **MADISON CAPITAL FUNDING LLC** (“Madison Capital”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the BrandMuscle, as a Borrower and Borrower Representative (each such term as defined in the Credit Agreement), the other Borrowers and other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors have granted, pursuant to a Guarantee and Collateral Agreement, dated as of the date hereof, by the Grantors and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to Agent a security interest in all of the Grantors’ Intellectual Property (as defined therein) other than Excluded Property (as defined therein); and

WHEREAS, the Grantors are required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

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

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

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, hereby mortgages, pledges and hypothecates to Agent for the ratable benefit of Lenders, and grants to Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all registrations and recordings thereof, and all applications in connection therewith;
- (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.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and the Grantors and Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

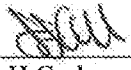
Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

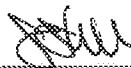
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CENTIV SERVICES CORP., a Delaware corporation,
as a Grantor


By: 
Name: JJ Carbonell
Title: Vice President and Secretary

BRANDMUSCLE, INC., a Delaware corporation,
as a Grantor

By: 
Name: JJ Carbonell
Title: Vice President and Secretary

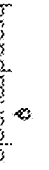
AGREED AND ACCEPTED:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Timothy Day
Title: Vice President

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademarks:

Grantor	Trademark	Jurisdiction	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Centiv Services Corp.	CENTIV	US	76/230105	2644179	3/26/2001	10/29/2002
Centiv Services Corp.	INSTANT IMPACT	US	76/230106	2764940	3/26/2001	9/16/2003
Centiv Services Corp.	designtracker DesignTracker (Stylized)	US	77/296535	3720530	10/4/2007	12/8/2009
Centiv Services Corp.	DESIGNTRACKER	US	77/296539	3720531	10/4/2007	12/8/2009
BrandMuscle, Inc.	 Design Only	US	76/145301	2593907	10/13/2000	7/16/2002
BrandMuscle, Inc.		US	85/842010	4461287	2/6/2013	1/7/2014
BrandMuscle, Inc.	BRANDASSEMBLER	US	78/129743	2859911	5/18/2002	7/6/2004
BrandMuscle, Inc.	BRANDBUILDER	US	78/129746	2850684	5/18/2002	6/8/2004

BrandMuscle, Inc.	BRANDMUSCLE	US	76/145513	2587620	10/13/2000	7/2/2002
BrandMuscle, Inc.	BRANDMUSCLE	US	85/841976	4461286	2/6/2013	1/7/2014
BrandMuscle, Inc.	BRANDPLANNER	US	78/227665	2958033	3/19/2003	5/31/2005
BrandMuscle, Inc.	PRINTBUILDER	US	87012860	5099872	4/25/2016	12/13/2016
BrandMuscle, Inc.	LOCATIONBUILDER	US	87501084	5385264	6/22/17	1/23/2018
BrandMuscle, Inc.	CHANNELBUILDER	US	87501103	5385265	6/22/17	1/23/2018