OP \$265.00 5315935

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM671805

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JD Palatine LLC		08/31/2021	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	First Commonwealth Bank
Street Address:	501 Grant Street
Internal Address:	Suite 250
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5315935	JDP
Registration Number:	5571963	THE CLUE REPORT
Registration Number:	5255644	JD PALATINE
Registration Number:	4882741	DNA DO NOT ADOPT
Registration Number:	4747988	SAFE SPOT
Registration Number:	4561219	VOLUNTEER VAULT
Serial Number:	88706781	NRD
Serial Number:	88706750	FRSOR
Serial Number:	88689155	COR
Serial Number:	90094241	LIFE LEDGER

CORRESPONDENCE DATA

900640834

Fax Number: 4123942555

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: 412-394-7767
Email: traip@clarkhill.com

Correspondent Name: Paul D. Bangor, Jr., Esquire
Address Line 1: 301 Grant Street, 14th Floor

REEL: 007410 FRAME: 0928

TRADEMARK

Address Line 2: One Oxford Centre Address Line 4: Pittsburgh, PENNSYLVANIA 15219 **ATTORNEY DOCKET NUMBER:** 85377.424724 **NAME OF SUBMITTER:** Paul D. Bangor, Jr. /Paul D. Bangor, Jr./ **SIGNATURE: DATE SIGNED:** 09/01/2021 **Total Attachments: 4** source=20210901151319#page1.tif source=20210901151319#page2.tif source=20210901151319#page3.tif source=20210901151319#page4.tif

NOTICE OF SECURITY INTEREST U.S. TRADEMARKS

August 31, 2021

WHEREAS, each of the entities listed on the signature page hereto (each a "Grantor" and collectively, the "Grantors"), as applicable, has adopted, used and are using the United States trademarks listed on the annexed <u>Schedule A</u>, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among the Grantors, the other Borrowers (as defined therein) party thereto, the Guarantors (as defined therein) party thereto, the Banks (as defined therein) party thereto and First Commonwealth Bank, as administrative agent for the Banks (in such capacity, the "Agent"), the Grantors have entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Agent (for itself and for the benefit of the Banks); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent (for itself and for the benefit of the Banks), a mortgage on, pledge of and security interest in, all right, title and interest of such Grantor in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and, the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor does hereby confirm their grant to the Agent (for itself and for the benefit of the Banks) of a mortgage on, pledge of and security interest in the Trademark Collateral to secure the payment and performance of the Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent (for itself and for the benefit of the Banks) with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Agent's address is 501 Grant Street, Suite 250, Pittsburgh, Pennsylvania 15219.

263698511

IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Notice of Security Interest on the date set forth above as a document under seal.

GRANTORS:

WITNESS:

Name Charl Tomosourch

Title:

(Include title only if an officer of entity signing to the right)

JD Palatine LLC

Name Chad Kıllian

Title Chief Executive Officer

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF **Pennsylvania**

COUNTY OF Allegheny

SS.

On this, the day of August, 2021, before me, a Notary Public, personally appeared Chad Killian who acknowledged himself to be the Chief Executive Officer of JD Palatine LLC, a Pennsylvania limited liability company (the "Company"), and that he, as such officer of the Company, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires.

Commonwealth of Pennsylvania - Notary Seal Kaitlin B Malaspina, Notary Public Allegheny County My commission expires June 17, 2023 Commission number 1291415

Member, Pennsylvania Association of Notaries

263698511

SCHEDULE A

TRADEMARKS

Registered Trademarks

JD Palatine, LLC	investigating services	7/1/2014	4561219	4/11/2013	85901869	VAULT
D D-1-:	D . 1					VOLUMER
LLC	investigations	012/2010	1111700	* 07 * 07 * 0	t	
JD Palatine,	Animal cruelty	6/2/2015	4747988	10/16/2014	86426294	SAFE SPOT
רדי	related to pets					
JD ralatilie,	investigating services	1/5/2016	4882741	10/15/2014	86424171	ADOPT
	Background					DNA DO NOT
LLC	investigating services	0/1/201/	020001	* 0 10 * 1	t	
JD Palatine,	Background	8/1/2017	5255644	1/5/2017	87290488	JD PALATINE
LLC	investigative services	0100000	001100			
JD Palatine,	Drug testing and	9/25/2018	5571963	9/26/2017	87623133	THE CLUE REPORT
	drug testing				And the second s	
LLC	investigations and	t i to			1	
JD Palatine,	background	10/24/2017	5315935	3/30/2017	87392700	
	Credit evaluation,			_		JDP
Owner			Number			
Current	Goods/Services	Reg. Date	Reg.	Filing Date	Serial No.	MARK

RECORDED: 09/01/2021

Unregistered Trademarks

MARK NRD FRSOR	Serial No. 88706781 88706750	Filing Date 11/26/2019 11/26/2019	Reg. Number N/A	Reg. Date N/A	Goods/Services Provide searchable database Provide searchable
	88706781	11/26/2019	N/A	N/A	Į.
RSOR	88706750	11/26/2019	N/A	N/A	Pro
COR	88689155	11/12/2019	N/A	N/A	Provide searchable database
LIFE LEDGER	90094241	8/5/2020	N/A	N/A	