

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEBPAGEFX, LLC		09/30/2021	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	AUDAX PRIVATE DEBT LLC		
Street Address:	320 PARK AVENUE		
Internal Address:	19TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3084775	WEBFX	
Registration Number:	4654966	WEBPAGEFX	
Registration Number:	5574183	DIGITAL MARKETING THAT DRIVES RESULTS	
Registration Number:	6120095	WEBUP	
Registration Number:	6072798	WEBUP	
Registration Number:	6355010	DIGITAL MARKETING THAT DRIVES REVENUE	
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		
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:	12068.030		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

CH \$165.00 3084775

SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	09/30/2021
Total Attachments: 5 source=Project Oxygen - Trademark Security Agreement - Executed#page1.tif source=Project Oxygen - Trademark Security Agreement - Executed#page2.tif source=Project Oxygen - Trademark Security Agreement - Executed#page3.tif source=Project Oxygen - Trademark Security Agreement - Executed#page4.tif source=Project Oxygen - Trademark Security Agreement - Executed#page5.tif	

Execution Version

U.S. TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2021 (this “Agreement”), among WEBPAGEFX, LLC (the “Grantor”) and AUDAX PRIVATE DEBT LLC, as administrative agent and collateral agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of September 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among WEBFX INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), WEBFX PURCHASER, LLC, a Delaware limited liability company (“Borrower Representative”), WEBPAGEFX, LLC, a Pennsylvania limited liability company (as a “Borrower” and together with the Borrower Representative, the “Borrowers” and each a “Borrower”), the other Grantors from time to time party hereto and AUDAX PRIVATE DEBT LLC, as Administrative Agent and Collateral Agent (the “Administrative Agent”) and (b) the Collateral Agreement, dated of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower Representative, the other Borrowers party thereto, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the trademarks and trademark applications, including the goodwill associated therewith, listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the Termination Date, the Security Interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an

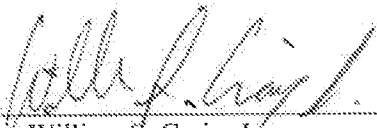
instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

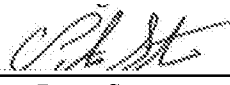
WEBPAGEFX, LLC, as Grantor

By: 
Name: William S. Craig, Jr.
Title: President

[Signature page to Trademark Security Agreement]

**TRADEMARK
REEL: 007437 FRAME: 0623**

AUDAX PRIVATE DEBT LLC, as Administrative
Agent and Collateral Agent

By  _____
Name: Peter Stern
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007437 FRAME: 0624

TRADEMARK COLLATERAL

Trademark	Owner	App. No. App. Date	Reg. No. Reg. Date	Status
WEBFX	WebpageFX, LLC (f/k/a WebpageFX, Inc.)	78523972	3084775 4/25/2006	Registered
WebpageFX	WebpageFX, LLC (f/k/a WebpageFX, Inc.)	85904957	4654966 12/16/2014	Registered
DIGITAL MARKETING THAT DRIVES RESULTS	WebpageFX, LLC (f/k/a WebpageFX, Inc.)	87778864	5574183 10/2/2018	Registered
WEBUP	WebpageFX, LLC (f/k/a WebpageFX, Inc.)	88457837	6120095 8/4/2020	Registered
WEBUP	WebpageFX, LLC (f/k/a WebpageFX, Inc.)	88457840	6072798 6/9/2020	Registered
DIGITAL MARKETING THAT DRIVES REVENUE	WebpageFX, LLC (f/k/a WebpageFX, Inc.)	90179555 9/14/2020	6355010 05/18/2021	Registered