

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Service Management Group, LLC		10/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC, as Collateral Agent		
Street Address:	c/o Alter Domus (US) LLC, 225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	5219060	BRANDGEEK	
Registration Number:	5219061	BRANDGEEK	
Registration Number:	4899569	KNOW MORE. DO BETTER.	
Registration Number:	4767638	LOCATELY AN SMG COMPANY	
Registration Number:	5229258	OMNICX	
Registration Number:	5183242	PINPOINT TECHNOLOGY	
Registration Number:	4753155	REAL CUSTOMERS. AUTHENTIC REVIEWS.	
Registration Number:	3858922	SERVICE MANAGEMENT GROUP	
Registration Number:	4077977	SMG	
Registration Number:	4077978	SMG	
Registration Number:	5206062	SMG	
Registration Number:	4738353	SMG ASSOCIATE VOICE	
Registration Number:	5206033	SMG360	
Registration Number:	5823020	SMG360	
Registration Number:	5206032	SMG360	
Registration Number:	5921746	SMG360	
Registration Number:	4429670	SURVEYMINI	
Registration Number:	4429703	SURVEYMINI	
Registration Number:	4574280	SURVEYMINI	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4574279	SURVEYMINI
Registration Number:	4656200	TECHNOLOGY DRIVEN. PEOPLE CENTERED. INSI
Registration Number:	5266284	TRUMPET
Registration Number:	4783588	TRUMPET
Registration Number:	5266285	TRUMPET
Registration Number:	4883235	TRUMPET

CORRESPONDENCE DATA

Fax Number: 3129021061
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: 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:	10/01/2021

Total Attachments: 6
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of October 1, 2021 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of Varagon Capital Partners Agent, LLC (“**Varagon**”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 1, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among SERVICE MANAGEMENT GROUP, LLC, a Delaware limited liability company (“**Borrower**”), SMG MOUNTAIN INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and Varagon, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of October 1, 2021, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor’s right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the “**Trademark Collateral**”), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security

interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

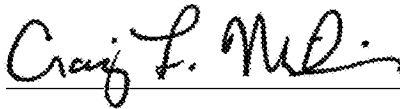
SECTION 7. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**SERVICE MANAGEMENT GROUP,
LLC,**

a Delaware limited liability company
as a Grantor

By: 

Name: Craig Milius

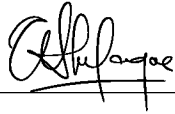
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK
REEL: 007440 FRAME: 0130**

**VARAGON CAPITAL PARTNERS AGENT,
LLC,**
a Delaware limited liability company, as
Collateral Agent

By: Varagon Capital Partners, L.P., as its sole
member

By:  _____

Name: Zeshan Ashfaque
Title: Managing Director

[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK
REEL: 007440 FRAME: 0131**

SCHEDULE A

U.S. Trademarks and Applications

Mark	Serial No.	Filing Date	Reg. No.	Issue Date
BRANDGEEK	86/670482	6-22-2015	5219060	6-6-2017
BRANDGEEK	86/670493	6-22-2015	5219061	6-6-2017
KNOW MORE DO BETTER	86/978010	1-21-2015	4899569	2-9-2016
LOCATELY AN SMG COMPANY (AND DESIGN) (COLOR)	86/405108	9-24-2014	4767638	7-7-2015
OMNIX	86/982363	9-30-2015	5229258	6-20-2017
PINPOINT TECHNOLOGY	86/979803	10-7-2014	5183242	4-11-2017
REAL CUSTOMERS AUTHENTIC REVIEWS	86/274308	5-7-2014	4753155	6-9-2015
SERVICE MANAGEMENT GROUP	77/776530	6-8-2009	3858922	10-12-2010
SMG	85/169099	11-4-2010	4077977	12-27-2011
SMG (AND DESIGN)	85/169115	11-4-2010	4077978	12-27-2011
SMG (ICON DESIGN)	86/956550	3-29-2016	5206062	5-16-2017
SMG ASSOCIATE VOICE	86/390942	9-10-2014	4738353	5-19-2015

Mark	Serial No.	Filing Date	Reg. No.	Issue Date
SMG360	86/948965	3-22-2016	5206033	5-16-2017
SMG360	87/980882	4-3-2018	5823020	6-30-2019
SMG360 (STYLIZED)	86/948946	3-22-2016	5206032	5-16-2017
SMG360 (STYLIZED)	87/861096	4-3-2018	5921746	11-26-2019
SURVEYMINI	85/674416	6-11-2012	4429670	11-5-2013
SURVEYMINI	85/683172	6-20-2012	4429703	11-5-2013
SURVEYMINI (AND DESIGN)	85/775763	11-9-2012	4574280	7-29-2014
SURVEYMINI (AND DESIGN) (COLOR)	85/775730	11-9-2012	4574279	7-29-2014
TECHNOLOGY DRIVEN PEOPLE CENTERED INSIGHT FOCUSED.	86/274281	5-7-2014	4656200	12-16-2014
TRUMPET	86/274273	5-7-2014	5266284	8-15-2017
TRUMPET	86/976634	5-7-2014	4783588	7-28-2015
TRUMPET (AND DESIGN)	86/274289	5-7-2014	5266285	8-15-2017
TRUMPET (AND DESIGN)	86/977761	5-7-2014	4883235	1-5-2016