

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679086

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FreshAddress, LLC		10/05/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent
Street Address:	111 S. Wacker Dr., 36th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	90536000	EMAILIUM
Registration Number:	5270255	EMAIL CREATIVE ARCHIVE
Registration Number:	4922936	AUDIENCE CONNECTOR
Registration Number:	4922777	LIST VETTING
Registration Number:	4812368	LIST GUARD
Registration Number:	4321142	CHECK. CORRECT. PROTECT.
Registration Number:	4324569	THE EMAIL ADDRESS EXPERTS
Registration Number:	4237586	SAFETOSEND
Registration Number:	2473233	@
Registration Number:	2424913	FRESHADDRESS
Registration Number:	4138519	REACHMAIL
Serial Number:	97029090	SAFETOSEND+

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 312-863-7267

Email: jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

TRADEMARK

Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7428.070
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	10/05/2021

Total Attachments: 5

source=Trademark Security Agreement (Fresh)#page1.tif
source=Trademark Security Agreement (Fresh)#page2.tif
source=Trademark Security Agreement (Fresh)#page3.tif
source=Trademark Security Agreement (Fresh)#page4.tif
source=Trademark Security Agreement (Fresh)#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of October 5, 2021, is made by FreshAddress, LLC, a Delaware limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantor has executed and delivered a Guaranty and Collateral Agreement, dated as of October 5, 2021, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(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.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any "intent to use" Trademark application for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted).

3. Purpose. This Agreement has been executed and delivered by 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 Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more

fully set forth in the Credit Agreement and the Guaranty and Collateral 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 Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

5. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any existing Trademarks. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto 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. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. 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, 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.

FRESHADDRESS, LLC, as Grantor

DocuSigned by:
Tom Burke
By: _____
Name: Tom Burke
Title: Chief Executive Officer

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 

Name: Kimberly Trick
Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
EMAILIUM	90536000	Pending – Application filed 2/19/21	N/A	N/A
EMAIL CREATIVE ARCHIVE	87288757	Registered	5270255	8/22/17
AUDIENCE CONNECTOR	86725599	Registered	4922936	3/22/16
LIST VETTING	86721175	Registered	4922777	3/22/16
LIST GUARD	86531823	Registered	4812368	9/15/15
CHECK. CORRECT. PROTECT	85713282	Registered	4321142	4/16/13
THE EMAIL ADDRESS EXPERTS	85781299	Registered	4324569	4/23/13
SAFETOSEND	85589353	Registered	4237586	11/6/12
@	75928352	Registered	2473233	7/31/01
FRESHADDRESS	75829942	Registered	2424913	1/30/01
REACHMAIL	85417066	Registered	4138519	5/8/12
SAFETOSEND+	97029090	Pending – Application filed 09/15/21	N/A	N/A