

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM680441

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capre Group, LLC		10/07/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank		
<b>Street Address:</b>	303 Peachtree Street NE		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90838300	TURNING CAPABILITIES INTO RESULTS	
<b>Registration Number:</b>	4839769	TURNING SHOPPER CAPABILITIES INTO RESULT	
<b>Registration Number:</b>	4839770	SHOPPER CONVERSION CAPABILITY FRAMEWORK	
<b>Registration Number:</b>	4830177	CAPRE GROUP	
<b>Registration Number:</b>	4839771	CAPRE GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048738501		
<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>			
<b>Phone:</b>	404-873-8500		
<b>Email:</b>	trademarks@agg.com		
<b>Correspondent Name:</b>	Anuj Desai   Arnall Golden Gregory LLP		
<b>Address Line 1:</b>	171 17th Street NW, Suite 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30363		
<b>ATTORNEY DOCKET NUMBER:</b>	14686.320		
<b>NAME OF SUBMITTER:</b>	Anuj Desai		
<b>SIGNATURE:</b>	/Anuj Desai/		
<b>DATE SIGNED:</b>	10/12/2021		

CH \$140.00 90838300

**Total Attachments: 5**

source=Capre Group Trademark Security Agreement#page1.tif

source=Capre Group Trademark Security Agreement#page2.tif

source=Capre Group Trademark Security Agreement#page3.tif

source=Capre Group Trademark Security Agreement#page4.tif

source=Capre Group Trademark Security Agreement#page5.tif

**Trademark Security Agreement**

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 7, 2021, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of Truist Bank ("Lender"), for itself and for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement, dated as of October 7, 2021, by and between Thought Logic Consulting LLC, a Georgia limited liability company ("Thought Logic"), Capre Group, LLC, a Delaware limited liability company ("Capre") (Thought Logic and Capre, individually, a "Borrower" and collectively, the "Borrowers") and Lender (the "Credit Agreement"), Lender has agreed to provide for a revolving credit facility and letter of credit sub-facility in favor of, and to make a term loan to, Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Lender (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement and to induce Lender to make its extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Lender as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to Lender for the benefit of the Secured Parties, and grants to Lender for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The 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 Trademarks and Trademarks Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute 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 Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law (without giving effect to the conflict of law principles thereof) of the State of Georgia.

Section 7. Release. The grant of a security interest hereunder and all of the rights, powers and remedies in connection herewith shall remain in full force and effect until the irrevocable payment of the Secured Obligations in full (other than contingent indemnification obligations arising under the Loan Documents for which no claims have been asserted) and the termination of the Guaranty and Security Agreement, whereupon this Trademark Security Agreement and the security interests provided hereunder shall automatically terminate and be of no further force or effect, and Lender shall, upon the written request and at the expense of Borrowers, promptly release, reassign and transfer the Trademark Collateral to Grantor, without recourse, representation, warranty or other assurance of any kind, and declare this Trademark Security Agreement to be of no further force or effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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,

CAPRE GROUP, LLC,  
a Delaware limited liability company  
as Grantor

By: 

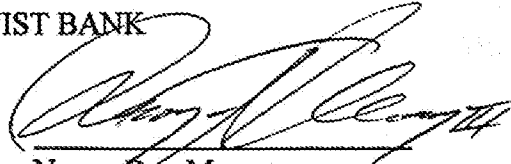
Name: Keith Roberts  
Title: Authorized Person

(SEAL)

ACCEPTED AND AGREED  
as of the date first above written:

TRUIST BANK

By:



Name: Roy Mossy  
Title: Senior Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner <sup>1</sup>	Date Registered	Registration/ Serial Number	Mark
Capre Group, Inc.	Applied for on July 20, 2021	90838300	TURNING CAPABILITIES INTO RESULTS
Capre Group, Inc.	October 27, 2015 (lapsed)	4,839,769	TURNING SHOPPER CAPABILITIES INTO RESULTS
Capre Group, Inc.	October 27, 2015 (lapsed)	4,839,770	SHOPPER CONVERSION CAPABILITY FRAMEWORK
Capre Group, Inc.	October 13, 2015 (renewed July 13, 2021)	4,830,177	CAPRE GROUP
Capre Group, Inc.	October 27, 2015 (renewed July 13, 2021)	4,839,771	caprē group

<sup>1</sup> The intellectual property of Capre Group, Inc. will be transferred to Capre Group, LLC upon the closing of the Capre Group, LLC acquisition.