

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daxko Acquisition Corporation		10/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4216787	SOFTWARE THAT MAKES A DIFFERENCE. PEOPLE	
Registration Number:	4216788	ALL TOGETHER, BETTER	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	053644-0303		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	10/15/2021		
Total Attachments: 6			
source=Project Diamond (GI_ Genstar) - Trademark Security Agreement - Golub (LW) - Executed Oct-15-2021#page1.tif			
source=Project Diamond (GI_ Genstar) - Trademark Security Agreement - Golub (LW) - Executed Oct-15-2021#page2.tif			

CH \$65.00 4216787

source=Project Diamond (GI_ Genstar) - Trademark Security Agreement - Golub (LW) - Executed
Oct-15-2021#page3.tif

source=Project Diamond (GI_ Genstar) - Trademark Security Agreement - Golub (LW) - Executed
Oct-15-2021#page4.tif

source=Project Diamond (GI_ Genstar) - Trademark Security Agreement - Golub (LW) - Executed
Oct-15-2021#page5.tif

source=Project Diamond (GI_ Genstar) - Trademark Security Agreement - Golub (LW) - Executed
Oct-15-2021#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of October 15, 2021, by and among each entity listed on the signature pages hereto (each a “Grantor”) and Golub Capital Markets LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain Pledge and Security Agreement, dated as of October 15, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor pledged, assigned and granted to the Secured Parties a security interest in certain intellectual property rights owned by such Grantor and pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, 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 application or any registration issuing therefrom under applicable federal law); (b) all renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (e) all rights to sue for past, present, and future infringements or dilutions of the foregoing including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each 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.

AFFILIATED ACCEPTANCE CORPORATION

By: Winston Gill
Name: Winston Gillum
Title: Chief Financial Officer

DAXKO ACQUISITION CORPORATION

By: Winston Gill
Name: Winston Gillum
Title: Chief Financial Officer

DAKXO, LLC

By: Winston Gill
Name: Winston Gillum
Title: Chief Financial Officer

MOTIONSOF, INC.

By: Winston Gill
Name: Winston Gillum
Title: Chief Financial Officer

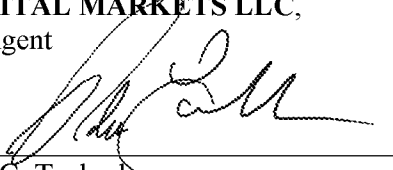
Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: _____

Name: Robert G. Tuchscherer

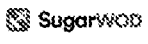

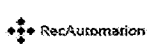
Title: Senior Managing Director

A handwritten signature in black ink, appearing to read 'R. Tuchscherer', is written over a horizontal line. The signature is fluid and cursive.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
FRONTDESK	86343512	5015435	Affiliated Acceptance Corporation
SOFTWARE THAT MAKES A DIFFERENCE. PEOPLE WHO MAKE IT BETTER	85486036	4216787	Daxko Acquisition Corporation
ALL TOGETHER, BETTER	85486041	4216788	Daxko Acquisition Corporation
DAXKO ENGAGE	88196124	5786703	Daxko, LLC
GROUPEX PRO (logo) 	85631333	4271997	Daxko, LLC
DAXKO	78967521	3307369	Daxko, LLC
ZEN PLANNER	85593856	4253418	Daxko, LLC
CSI SPECTRUM 	88832064	6184036	Daxko, LLC
CA CLUB AUTOMATION	88831904	6184032	Daxko, LLC
TENNISOURCE 	90064865	6368541	Daxko, LLC

UPLAUNCH	88358020	5913001	Daxko, LLC ¹
SugarWOD 	90097392	6474410	Daxko, LLC
Revenue Accelerator	88617920	6309936	Daxko, LLC
Mission Acceleration Suite	88605449	6302176	Daxko, LLC
Wellness Accelerator	88617849	6229285	Daxko, LLC
Brand Accelerator	88617811	6229284	Daxko, LLC
Community Accelerator	88611440	6229272	Daxko, LLC
PlayerSpace	88744499	6101719	Daxko, LLC
RECAUTOMATION	90626764	N/A	Daxko, LLC
DAXKO ALL TOGETHER, BETTER 	90517867	N/A	Daxko, LLC
DAXKO EXCHANGE 	90274625	N/A	Daxko, LLC
RECAUTOMATION 	90254365	N/A	Daxko, LLC
IDEAS IMPLEMENTED	86436709	4755763	MotionSoft, Inc.
Get Them. Keep Them. Know Them.	85332102	4083378	MotionSoft, Inc.
eClubLogic	78644904	3093132	MotionSoft, Inc.
MOTIONSOFT	77331295	3581436	MotionSoft, Inc.

¹ Appropriate documentation to be filed with the USPTO to update record ownership from UpLaunch to Daxko, LLC.