900655282 11/09/2021

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM686941

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|--|
| FANBOOSTER HOLDINGS LLC | | 11/05/2021 | Limited Liability Company: DELAWARE |
| PLANOGRAM, LLC | | 11/05/2021 | Limited Liability Company: TEXAS |
| LOOMLY INC. | | 11/05/2021 | Corporation: DELAWARE |
| EXYM, LLC | | 11/05/2021 | Limited Liability Company: CALIFORNIA |
| MINUTE MENU SYSTEMS, LLC | | 11/05/2021 | Limited Liability Company: TEXAS |
| IMAGEQUIX, LLC | | 11/05/2021 | Limited Liability Company: SOUTH CAROLINA |
| FOOTHOLD TECHNOLOGY, INC. | | 11/05/2021 | Corporation: DELAWARE |
| RECORD360 INC. | | 11/05/2021 | Corporation: DELAWARE |
| GRADE US, LLC | | 11/05/2021 | Limited Liability Company: NEW JERSEY |
| AUTHORITY LABS, LLC | | 11/05/2021 | Limited Liability Company: ILLINOIS |
| VERISEARCH LLC | | 11/05/2021 | Limited Liability Company: NEVADA |
| THINK TANK SOLUTIONS, LLC | | 11/05/2021 | Limited Liability Company: NEVADA |
| PHOTOLYNX, LLC | | 11/05/2021 | Limited Liability Company: DELAWARE |
| EARLY ECHO LLC | | 11/05/2021 | Limited Liability Company: DELAWARE |
| TRUCKER TOOLS, LLC | | 11/05/2021 | Limited Liability Company: VIRGINIA |
| LINK2FEED INC. | | 11/05/2021 | Corporation: CANADA |
| SENDIBLE LIMITED | | 11/05/2021 | Private Company: UNITED KINGDOM |

RECEIVING PARTY DATA

| Name: | FEAC Agent, LLC as Collateral Agent | |
|--|-------------------------------------|--|
| Street Address: 500 Boylston St., Suite 1250 | | |
| City: Boston | | |

TRADEMARK

900655282 REEL: 007488 FRAME: 0781

| State/Country: | MASSACHUSETTS |
|----------------|-------------------------------------|
| Postal Code: | 02116 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 54

| Property Type | Number | Word Mark | |
|--|----------------------------------|---------------------------------|--|
| Registration Number: | 2857639 | EXYM | |
| Registration Number: | 5311369 | CHILDCARE IS AMERICA'S BUSINESS | |
| Registration Number: | 5306178 | MINUTE MENU | |
| Registration Number: | 5306179 | MINUTE MENU | |
| Registration Number: | 5306181 | KIDKARE | |
| Registration Number: | 5306183 | KIDKARE | |
| Registration Number: | 4399958 | IMAGEQUIX | |
| Registration Number: | 4403097 | IMAGEQUIX IQ | |
| Registration Number: | 5009705 | SMART ORDERING | |
| Registration Number: | 5009704 | SMART POS | |
| Registration Number: | 5079957 | SMART PRE-ORDER | |
| Registration Number: | 5005229 | SMART PRICE SHEETS | |
| Registration Number: | 5005230 | SMART TAG | |
| Registration Number: | 5005228 | SMART TEMPLATES | |
| Registration Number: | 5176891 | WAY SMARTER | |
| Registration Number: | 5465797 | BLU PRINT | |
| Registration Number: | 5163144 | PLANBUILDER | |
| Registration Number: 3594124 AWARDS | | AWARDS | |
| Registration Number: | Number: 3546444 BILLINGBUILDER | | |
| Registration Number: 2581406 FOOTHOLD TECHNOLOGY | | FOOTHOLD TECHNOLOGY | |
| Registration Number: | ration Number: 4811894 RECORD360 | | |
| Registration Number: | 4782422 | RECORD360 | |
| Serial Number: | 88112840 | RECORD360 | |
| Registration Number: | 5842670 | SOCIAL REPORT | |
| Registration Number: | 4167162 | AUTHORITYLABS | |
| Registration Number: | 5015519 | REPUTATION LOOP | |
| Registration Number: | 4710745 | REPUTATION BUG | |
| Registration Number: | 4287765 | VERISEARCH | |
| Registration Number: | 5445123 | PLIC EXPERIENCE | |
| Registration Number: | 5176489 | PLI | |
| Registration Number: | 5170458 | | |
| Registration Number: | 4968013 | TRACKLYNX | |
| Registration Number: | 4967992 | RIPLYNX! | |

| Property Type | Number | Word Mark |
|-------------------------------------|----------|------------------------------|
| Registration Number: | 4901150 | PLIC |
| Registration Number: 3990557 FLOW | | FLOW |
| Registration Number: | 3791296 | PROOF MYCLASS |
| Registration Number: | 3082817 | MR. GRAY |
| Registration Number: | 2612325 | CAMLYNX |
| Registration Number: | 2380901 | PHOTOLYNX |
| Registration Number: | 4290155 | JUMPSEAT |
| Registration Number: | 5813584 | GATHERUP |
| Registration Number: | 5644474 | GATHER UP |
| Registration Number: | 4777528 | LINK2FEED |
| Registration Number: | 4732758 | CAPTURELIFE |
| Registration Number: 5820691 | | PLANOLY |
| Serial Number: | 88728401 | SIMPLIFYING SOCIAL MARKETING |
| Registration Number: | 5878855 | STORIES EDIT |
| Registration Number: | 5562361 | STYLELINK.IT |
| Registration Number: | 6057821 | BOOK IT NOW |
| Registration Number: | 6057822 | BOOK-IT-NOW |
| Registration Number: | 5771634 | SMART CAPACITY |
| Registration Number: | 5427642 | LOOMLY |
| Serial Number: | 87269256 | REVIEW VELOCITY |
| Registration Number: | 5009706 | SMART FULFILLMENT |

CORRESPONDENCE DATA

Fax Number:

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: 415-591-1000

Email: TrademarksSF@winston.com

Correspondent Name: Becky Troutman
Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

| NAME OF SUBMITTER: | Becky L. Troutman (KER) |
|--------------------|-------------------------|
| SIGNATURE: | /Becky L. Troutman/ |
| DATE SIGNED: | 11/09/2021 |

Total Attachments: 16

source=ASG_FE - Trademark Security Agreement - Executed_(16179235)_(2)#page1.tif source=ASG_FE - Trademark Security Agreement - Executed_(16179235)_(2)#page2.tif source=ASG_FE - Trademark Security Agreement - Executed_(16179235)_(2)#page3.tif source=ASG_FE - Trademark Security Agreement - Executed_(16179235)_(2)#page4.tif source=ASG_FE - Trademark Security Agreement - Executed_(16179235)_(2)#page5.tif



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 5, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of FEAC AGENT, LLC, a Delaware limited liability company ("FEAC"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, ASG, LLC, a Delaware limited liability company ("ASG", and together with any other Person who, from time to time, becomes a borrower party thereto, are referred to therein both individually and collectively as "Borrower") and as the borrower agent ("Borrower Agent"), ASG HOLDCO I, LLC, a Delaware limited liability company ("Parent"), any Subsidiaries of Borrower that are Guarantors or become Guarantors thereunder pursuant to Section 8.10 of the Credit Agreement (such Persons, together with Parent, collectively, the "Guarantors", and, together with Borrower, collectively, the "Credit Parties" and each a "Credit Party"), the lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), FEAC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and FEAC, as Collateral Agent (in such capacity, together with the Administrative Agent, collectively, the "Agents" and each an "Agent") have entered into that certain Credit Agreement, dated as of November 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, all of the Grantors are party to that certain Guaranty and Security Agreement, dated as of November 5, 2021, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agents 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. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each 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 mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent 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 of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on <u>Schedule</u> 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 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 the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).
- Section 3. <u>Guaranty and Security Agreement</u>. 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.
- Section 4. <u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.
- Section 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any signature page delivered by telecopy machine or transmitted electronically in Portable Document Format (".pdf") shall be valid and binding to the same extent as an original signature page.
- Section 6. <u>GOVERNING LAW</u>. THIS TRADEMARK AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER 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. In addition, the provisions of <u>Sections 8.7</u>, <u>8.8</u>, <u>8.11</u>, <u>8.12</u> and <u>8.16</u> of the Guaranty and Security Agreement are hereby incorporated herein by reference, mutatis

mutandis, with the same force and effect as if fully set forth herein, and the parties hereto agree to such terms. [Signature pages follow]

127402.0001\154453199.3

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.

| | DocuSigned by: | | |
|-----|----------------|--------|--|
| By: | James | linden | |

Name: Jamie Linden

Title: President and Treasurer of:

FANBOOSTER HOLDINGS LLC PLANOGRAM, LLC LOOMLY INC.

Treasurer of:

EXYM, LLC
MINUTE MENU SYSTEMS, LLC
IMAGEQUIX, LLC
FOOTHOLD TECHNOLOGY, INC.
RECORD360 INC.
GRADE US, LLC
AUTHORITY LABS, LLC
VERISEARCH LLC
THINK TANK SOLUTIONS, LLC
PHOTOLYNX, LLC
EARLY ECHO LLC

Chief Financial Officer and Treasurer of: **TRUCKER TOOLS, LLC**

President of LINK2FEED INC.

SENDIBLE LIMITED,

a private company organized under the laws of the United Kingdom

By:

Name: Katelyn Sorensen

Title: Director

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.

| By: | |
|-----|--|
| | |

Name: Jamie Linden

Title: President and Treasurer of:

FANBOOSTER HOLDINGS LLC PLANOGRAM, LLC LOOMLY INC.

Treasurer of:

EXYM, LLC
MINUTE MENU SYSTEMS, LLC
IMAGEQUIX, LLC
FOOTHOLD TECHNOLOGY, INC.
RECORD360 INC.
GRADE US, LLC
AUTHORITY LABS, LLC
VERISEARCH LLC
THINK TANK SOLUTIONS, LLC
PHOTOLYNX, LLC
EARLY ECHO LLC

Chief Financial Officer and Treasurer of: TRUCKER TOOLS, LLC

President of LINK2FEED INC.

SENDIBLE LIMITED,

a private company organized under the laws of the United Kingdom

By: DocuSigned by:

katelyn Sorensen

Name: Katelyn Sorensen

Title: Director

ACCEPTED:

FEAC AGENT, LLC,

a Delaware limited liability company, as Collateral Agent

By:

Name: Michelle Handy
Title: Managing Director

SCHEDULE I

TRADEMARK SECURITY AGREEMENT

TO

REGISTERED TRADEMARKS

| Exym, LLC | | OWNER/APPLICANT | |
|---------------|-----------------------|-----------------|----------|
| EXYM | | TRADEMARK NAME | TH |
| 2857639 | APPLICATION NUMBER | REGISTRATION/ | ADEMARKS |
| 6/29/2004 | APPLICATION DATE | REGISTRATION/ | |
| United States | | JURISDICTION | |

| Minute Menu Systems, LLC | Minute Menu Systems, LLC | Minute Menu Systems, LLC |
|--------------------------|--------------------------|------------------------------------|
| Înute Dena | MINUTE MENU | CHILDCARE IS AMERICA'S BUSINESS |
| 5306179 | 5306178 | 5311369 |
| 10/10/2017 | 10/10/2017 | 10/17/2017 |
| United States | United States | United States |

| ImageQuix, LLC | ImageQuix, LLC | ImageQuix, LLC | ImageQuix, LLC | Minute Menu Systems, LLC | Minute Menu Systems, LLC |
|----------------|-------------------|----------------|----------------|--------------------------|--------------------------|
| SMART ORDERING | SMART FULFILLMENT | IMAGEQUIX IQ | IMAGEQUIX | | KIDKARE |
| 5,009,705 | 5,009,706 | 4,403,097 | 4,399,958 | 5306183 | 5306181 |
| 07/26/2016 | 07/26/2016 | 09/17/2013 | 09/10/2013 | 10/10/2017 | 10/10/2017 |
| United States | United States | United States | United States | United States | United States |

| Foothold Technology, Inc. BILLINGBUILDER | Foothold Technology, Inc. AWARDS | Foothold Technology, Inc. PLANBUILDER | ImageQuix, LLC BLUEPRINT | ImageQuix, LLC WAY SMARTER | ImageQuix, LLC SMART TEMPLATES | ImageQuix, LLC SMART TAG | ImageQuix, LLC SMART PRICE SHEETS | ImageQuix, LLC SMART PRE-ORDER |
|--|----------------------------------|---------------------------------------|--------------------------|----------------------------|--------------------------------|--------------------------|-----------------------------------|--------------------------------|
| 3546444 | 3594124 | 5163144 | 5465797 | 5,176,891 | 5,005,228 | 5,005,230 | 5,005,229 | 5,079,957 |
| 12/16/2008 | 03/24/2009 | 03/14/2017 | 05/08/2018 | 04/04/2017 | 07/19/2016 | 07/19/2016 | 07/19/2016 | 11/08/2016 |
| United States | United States | United States | United States | United States | United States | United States | United States | United States |

| United States | 8/9/2016 | 5015519 | REPUTATION LOOP | VeriSearch LLC |
|---|------------|-----------|------------------------|---------------------------|
| United States | 07/03/2012 | 4167162 | "AuthorityLabs" | AuthorityLabs, LLC |
| United States | 08/27/2019 | 5842670 | "Social Report" | Grade Us, LLC |
| International Registration- designating European Union and Japan | 06/26/2015 | 1266168 | RECORD360 | Record360 Inc. |
| Canada | 07/26/2016 | TMA944236 | RECORD360 | Record360 Inc. |
| United States | 9/11/2018 | 88112840 | RECORD360 | Record360 Inc. |
| United States | 07/28/2015 | 4782422 | RECORD360 | Record360 Inc. |
| United States | 09/15/2015 | 4811894 | RECORD360 | Record360 Inc. |
| United States | 06/18/2002 | 2581406 | FOOTHOLD TECHNOLOGY | Foothold Technology, Inc. |

| PhotoLynx, LLC | PhotoLynx, LLC | PhotoLynx, LLC | PhotoLynx, LLC | VeriSearch LLC | VeriSearch LLC |
|----------------|----------------|----------------|-----------------|----------------|----------------|
| TRACKLYNX | Design Only | PLI | PLIC EXPERIENCE | VERISEARCH | REPUTATION BUG |
| 4968013 | 5170458 | 5176489 | 5445123 | 4287765 | 4710745 |
| 5/31/2016 | 3/28/2017 | 04/04/2017 | 04/10/2018 | 2/12/2013 | 3/31/2015 |
| United States | United States | United States | United States | United States | United States |

| 08/27/2002 |
|------------|
| 04/18/2006 |
| 05/18/2010 |
| 07/05/2011 |
| 02/16/2016 |
| 5/31/2016 |

| Norway | 08/30/2011 | 261219 | FANBOOSTER | Fanbooster Holdings LLC |
|---------------|------------|-----------|-----------------|-------------------------|
| United States | 07/21/2015 | 4777528 | LINK2FEED | Link2Feed Inc. |
| | | | | |
| United States | 01/01/2019 | 5644474 | GATHER UP | Early Echo LLC |
| United States | 07/23/2019 | 5813584 | GATHERUP | Early Echo LLC |
| Canada | 01/25/2012 | TMA816148 | FLOW | PhotoLynx, LLC |
| Canada | 02/15/2018 | 1883419 | PLIC EXPERIENCE | PhotoLynx, LLC |
| California | 05/12/2015 | 69850 | PLIC | PhotoLynx, LLC |
| United States | 02/12/2013 | 4290155 | JUMPSEAT | PhotoLynx, LLC |

| 06/02/2019 |
|------------|
| 05/19/2020 |
| 05/19/2020 |
| 03/23/2018 |
| 9/11/2018 |
| 10/8/2019 |
| 12/16/2019 |
| 07/30/2019 |
| 05/05/2015 |

RECORDED: 11/09/2021

2. TRADEMARK APPLICATIONS

None.

 $\dot{\mathfrak{D}}$

TRADEMARK LICENSES

Think Tank Solutions, LLC REVIEW VELOCITY 87269256 12/14/2016 **United States**