

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CROSSMARK, Inc.		12/14/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFRIES FINANCE LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4961486	AXIS	
Registration Number:	2686520		
Registration Number:	2457787	CROSSMARK	
Registration Number:	2390336	CROSSMARK	
Registration Number:	2390337	CROSSMARK	
Registration Number:	4153852	CROSSVIEW	
Registration Number:	4153851	N CROSSVIEW	
Registration Number:	4997029	MYAFINITI	
Serial Number:	90474743	OSA NOW	
Registration Number:	5079902	PROGRAMMATIC EXPERIENTIAL	
Registration Number:	3422720	PROMOWORKS	
Registration Number:	2733675	PROMOWORKS	
Registration Number:	4739748	PROMOWORKS RETAIL MEDIA	
Registration Number:	4153850	RETAIL BRAND HEALTH	
Registration Number:	5509530	SERVING BRANDS BY ENGAGING SHOPPERS	
Registration Number:	4876070	SMARTER WAY. FASTER GROWTH.	
Registration Number:	3070444	THE WAY TO MARKET	
Registration Number:	5191846	THOUGHT TO BOUGHT	

OP \$465.00 4961486

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: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1550391
NAME OF SUBMITTER:	Jeffrey M. Negron
SIGNATURE:	/Jeffrey M. Negron/
DATE SIGNED:	12/14/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **December 14, 2021** between **CROSSMARK, INC.**, a Delaware corporation (the “**Grantor**”) in favor of **JEFFRIES FINANCE LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”). Capitalized terms used herein and not otherwise defined shall have the meanings specified in the Pledge and Security Agreement referred to below.

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of May 20, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the Canadian Intellectual Property Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States, all Canadian and other foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) All licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark including, without limitation, those identified on **Schedule 1** hereto, and (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of the foregoing, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

Section 2. Recordation. The Grantor authorizes and requests that the Canadian Intellectual Property Office, the Commissioner of Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CROSSMARK, INC.,
as the Grantor

By: *Richard Baxter*
Name: Richard Baxter
Title: CFO, Secretary, Treasurer

JEFFERIES FINANCE LLC, as Collateral Agent

By: 



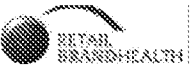
Name: Paul Chisholm

Title: Managing Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States Intellectual Property

1. Trademarks

Grantor	Mark	Jurisdiction	Status	Application No./ Filing Date	Registration No./ Registration Date
CROSSMARK, Inc.	AXIS	United States	Registered	86/612,604 April 28, 2015	4,961,486 May 17, 2016
CROSSMARK, INC.	Design Only 	United States	Registered	78/002,819 April 6, 2000	2,686,520 February 11, 2003
CROSSMARK, INC.	CROSSMARK	United States	Registered	75/520,209 July 16, 1998	2,457,787 June 5, 2001
CROSSMARK, INC.	<small>CROSSMARK and Design</small> CROSSMARK	United States	Registered	75/533,332 August 10, 1998	2,390,336 September 26, 2000
CROSSMARK, Inc.	<small>CROSSMARK and Design with Color</small> CROSSMARK	United States	Registered	75/533,335 August 10, 1998	2,390,337 September 26, 2000
Crossmark, Inc.	CROSSVIEW	United States	Registered	85/443,112 October 10, 2011	4,153,852 June 5, 2012
Crossmark, Inc.	<small>CROSSVIEW Stylized</small> 	United States	Registered	85/443,110 October 10, 2011	4,153,851 June 5, 2012
Crossmark, Inc.	MYAFINITI	United States	Registered	86/814,948 November 10, 2015	4,997,029 July 12, 2016
Crossmark, Inc.	OSA NOW	United States	Pending	90/474,743 January 19, 2021	
Crossmark, Inc.	PROGRAMMATIC EXPERIENTIAL	United States	Registered	86/848,858 December 14, 2015	5,079,902 November 8, 2016
CROSSMARK, INC.	PROMOWORKS	United States	Registered	77/288,566 September 25, 2007	3,422,720 May 6, 2008
CROSSMARK, INC.	PROMOWORKS	United States	Registered	75/823,773 October 15, 1999	2,733,675 July 8, 2003
CROSSMARK, INC.	PROMOWORKS RETAIL MEDIA	United States	Registered	86/018,554 July 24, 2013	4,739,748 May 19, 2015
Crossmark, Inc.	RETAIL BRAND HEALTH 	United States	Registered	85/443,104 October 10, 2011	4,153,850 June 5, 2012
Crossmark, Inc.	SERVING BRANDS BY ENGAGING SHOPPERS	United States	Registered	87/409,133 April 12, 2017	5,509,530 July 3, 2018
Crossmark, Inc.	SMARTER WAY. FASTER GROWTH.	United States	Registered	86/639,703 May 22, 2015	4,876,070

					December 22, 2015
Crossmark, Inc.	THE WAY TO MARKET	United States	Registered	78/494,225 October 4, 2004	3,070,444 March 21, 2006
Crossmark, Inc.	THOUGHT TO BOUGHT	United States	Registered	86/639,025 May 22, 2015	5,191,846 April 25, 2017

2. Trademark Licenses

- Transitional Trademark License Agreement, dated as of February 27, 2020, by and among Crossmark Inc., CM Acquisition Co. and Crossmark NZ.
- Transitional Trademark License Agreement, dated as of February 27, 2020, by and among Crossmark Inc., CM Acquisition Co. and Crossmark Australia Pty Ltd.

Canadian Intellectual Property

1. Trademarks

Grantor	Mark	Jurisdiction	Status	Application No./ Filing Date	Registration No./ Registration Date
CROSSMARK, INC.	AXIS	Canada	Registered	1821222 February 3, 2017	TMA1017322 March 14, 2019
CROSSMARK, INC.	PROMOWORKS	Canada	Registered	1366891 October 10, 2007	TMA758528 February 1, 2010
CROSSMARK, INC.	SMARTER WAY. FASTER GROWTH.	Canada	Registered	1821226 February 3, 2017	TMA1054007 September 12, 2019

Foreign Intellectual Property

1. Trademarks

Grantor	Mark	Jurisdiction	Status	Application No./ Filing Date	Registration No./ Registration Date
CROSSMARK, INC.	CROSSMARK	Mexico	Registered	2364629 July 13, 2020	2239670 April 30, 2021
CROSSMARK, INC.	MARKETING WERKS	Mexico	Registered	1587526 March 11, 2015	1548943 June 19, 2015
CM Acquisition Co.	CROSSMARK	Australia	Registered	843937 July 27, 2000	843937 July 27, 2000
CM Acquisition Co.	^{CROSSMARK and Design} CROSSMARK	Australia	Registered	843939 July 27, 2000	843939 July 27, 2000
CM Acquisition Co.	^{CROSSMARK and Design} CROSSMARK	New Zealand	Registered	631560 January 30, 2001	631560 February 3, 2003
CM Acquisition Co.	CROSSMARK	New Zealand	Registered	631561 January 30, 2001	631561 July 8, 2002
CM Acquisition Co.	CROSSMARK	New Zealand	Registered	631562 January 30, 2001	631562 February 3, 2003
CM Acquisition Co.	CROSSMARK	New Zealand	Registered	631563 January 30, 2001	631563 July 8, 2002

CM Acquisition Co.	CROSSMARK	New Zealand	Registered	631564 January 30, 2001	631564 July 8, 2002
CM Acquisition Co.	CROSSMARK	New Zealand	Registered	631565 January 30, 2001	631565 February 3, 2003
CM Acquisition Co.	<small>CROSSMARK and Design</small> CROSSMARK	New Zealand	Registered	631556 January 30, 2001	631556 July 8, 2002
CM Acquisition Co.	<small>CROSSMARK and Design</small> CROSSMARK	New Zealand	Registered	631557 January 30, 2001	631557 February 3, 2003
CM Acquisition Co.	<small>CROSSMARK and Design</small> CROSSMARK	New Zealand	Registered	631558 January 30, 2001	631558 July 8, 2002
CM Acquisition Co.	<small>CROSSMARK and Design</small> CROSSMARK	New Zealand	Registered	631559 January 30, 2001	631559 July 8, 2002