

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM695683

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NAS, LLC		12/17/2021	Limited Liability Company: NORTH CAROLINA
Nationwide Marketing Group, LLC		12/17/2021	Limited Liability Company: NORTH CAROLINA
Retailer Web Services II, LLC		12/17/2021	Limited Liability Company: DELAWARE
Azione Unlimited, LLC		12/17/2021	Limited Liability Company: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	Maranon Capital, L.P., as Agent
<b>Street Address:</b>	303 W. Madison Street
<b>Internal Address:</b>	Suite 2500
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5953643	NATIONWIDE MARKETING GROUP
Registration Number:	3947219	NATIONWIDE MARKETING GROUP, LLC APPLIANC
Registration Number:	5911850	EPIC PROTECT
Registration Number:	3618171	SMART SAVER
Registration Number:	4959497	RETAILDECK
Registration Number:	4986762	WEBFRONTS
Registration Number:	5608638	ADROCKET
Registration Number:	6043984	AU AZIONE UNLIMITED THE SMART HOME ASSOC

## 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:** 3128637141  
**Email:** kristen.lange@goldbergkohn.com  
**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 E. Monroe Street, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	7793.036
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange
<b>SIGNATURE:</b>	/kristenlange/
<b>DATE SIGNED:</b>	12/17/2021

**Total Attachments: 5**

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent (as defined herein) pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of December 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), between Ares Capital Corporation, as the First Lien Agent and Agent, as the Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

## **TRADEMARK SECURITY AGREEMENT**

### **(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

December 17, 2021

WHEREAS, each signatory hereto (each a "Grantor") owns the Trademarks as set forth on Schedule 1 annexed hereto opposite its name and is a party to the Trademark Licenses as set forth on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Second Lien Credit Agreement") among NAS, LLC ("NAS") and Nationwide Marketing Group, LLC ("NMG", and together with NAS, the "Borrowers"), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Maranon Capital, L.P., as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of that certain Second Lien Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among each Grantor, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), each Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Second Lien Credit Agreement) on substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by such Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which such Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by such Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by such Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Second Lien Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Second Lien Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.


The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature pages follow]

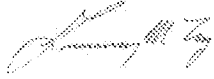
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

NAS, LLC  
NATIONWIDE MARKETING GROUP, LLC  
RETAILER WEB SERVICES II, LLC  
AZIONE UNLIMITED, LLC

By:   
Name: Joe Dennen  
Title: Chief Financial Officer & Treasurer

**ACKNOWLEDGED:**

**MARANON CAPITAL, L.P., as Agent**



By: \_\_\_\_\_

Name: Gregory M. Long

Title: Managing Director

**SCHEDULE 1**  
to  
**Trademark Security Agreement**

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

Loan Party	Trademarks	Registration/ Application Number	Registration Date/ Application Date	Jurisdiction
Nationwide Marketing Group, LLC	NATIONWIDE MARKETING GROUP	5953643/ 88427479	01/07/2020/ 05/13/2019	USA
Nationwide Marketing Group, LLC		3947219/ 85091271	4/19/2011/ 7/23/2010	USA
Nationwide Marketing Group, LLC	EPIC PROTECT	5911850/ 88056017	11/19/2019/ 07/27/2018	USA
NAS, LLC		3618171/ 77330786	5/12/2009/ 11/15/2007	USA
Retailer Web Services II, LLC	RETAILDECK	4959497/ 86741466	05/17/2016/ 08/29/2015	USA
Retailer Web Services II, LLC	WEBFRONTS	4986762/ 86741474	06/28/2016/ 08/29/2015	USA
Retailer Web Services II, LLC	ADROCKET	5608638/87775 864	11/13/2018/01/3 0/2018	USA
Azione Unlimited		6043984/ 88468462	04/28/2020/ 06/11/2019	USA

**TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

None.