

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zilliant Incorporated		12/21/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ankura Trust Company, LLC		
Street Address:	140 Sherman Street		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2556464	ZILLIANT	
Registration Number:	4439666	ZILLIANT	
Registration Number:	5167731	MARGINMAX RAMP	
Registration Number:	5229145	GROW SMARTER	
Registration Number:	4984329	GROW SMARTER	
Registration Number:	5138345	MARGINMAX PRICE CONNECT	
Registration Number:	4926935	SALESMAX	
Registration Number:	6069774	ZILLIANT	
Registration Number:	5852404	ZILLIANT	
Serial Number:	90528653	ZILLIANT PRICE IQ	
Serial Number:	90528660	ZILLIANT CART IQ	
Serial Number:	90528662	ZILLIANT IQ ANYWHERE	
Serial Number:	90528664	ZILLIANT IQ PLATFORM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8008748820		
Email:	sean.moore@wolterskluwer.com		

OP \$340.00 2556464

Correspondent Name: CT Corporation
Address Line 1: 555 Capitol Mall
Address Line 2: Suite 1150
Address Line 4: Sacramento, CALIFORNIA 95628

NAME OF SUBMITTER: Yooson Sandy Lee

SIGNATURE: /Yooson Sandy Lee/

DATE SIGNED: 12/21/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Ankura Trust Company, LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

PRELIMINARY STATEMENTS

WHEREAS, Zilliant Incorporated, a Delaware corporation, and certain other Grantors are party to the Security Agreement, dated as of December 21, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree 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

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill arising from the use of and symbolized thereby;

(ii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover damages for past, present, or future infringements or other violations thereof of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely 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 or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW. SECTION 10.15 (GOVERNING LAW) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

SECTION 5. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document.

[Signature Pages Follow]

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

ZILLIANT INCORPORATED,
as a Grantor

DocuSigned by:
By: 
Name: Greg Peters
Title: Chief Executive Officer

ANKURA TRUST COMPANY, LLC, as Collateral
Agent


By: 
Name: Krista Gulalo
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007537 FRAME: 0951

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
ZILLIANT	75/598,597	03-DEC-1998	2,556,464	02-APR-2002
ZILLIANT TM (SaaS)	85/897,876	08-APR-2013	4,439,666	26-NOV-2013
MARGINMAX RAMP TM	86/860,410	29-DEC-2015	5,167,731	21-MAR-2017
GROW SMARTER TM	86/960,072	31-MAR-2016	5,229,145	20-JUN-2017
GROW SMARTER TM	86/500,196	10-JAN-2015	4,984,329	21-JUN-2016
MARGINMAX PRICE CONNECT TM	86/726,739	17-AUG-2015	5,138,345	07-FEB-2017
SALESMAX TM	86/726,718	17-AUG-2015	4,926,935	29-MAR-2016
ZILLIANT LOGO 	87/420,887	21-APR-2017	6,069,774	02-JUN-2020
Zilliant (word mark)	87/734,600	26-DEC-2017	5,852,404	03-SEP-2019
ZILLIANT PRICE IQ	90528653	14-FEB-2021	--	--
ZILLIANT CART IQ	90528660	14-FEB-2021	--	--
ZILLIANT IQ ANYWHERE	90528662	14-FEB-2021	--	--
ZILLIANT IQ PLATFORM	90528664	14-FEB-2021	--	--