

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power Digital Marketing, Inc.		03/10/2022	Corporation: DELAWARE
SocialDevLabs, Inc		03/10/2022	Corporation: D.C.
Covet Public Relations, Inc.		03/10/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC		
Street Address:	101 Huntington Avenue, 25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6490995	DATAQ	
Registration Number:	6338033	POWER DIGITAL	
Registration Number:	6258248	SPRNOVA	
Registration Number:	5855417	SOCIAL METHOD	
Registration Number:	4859676	COVET	
Serial Number:	90362928	DATAQ	
Serial Number:	90868994	POWER DIGITAL	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		

OP \$190.00 6490995

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/10/2022
Total Attachments: 6 source=04. Project Fusion - Trademark Security Agreement#page1.tif source=04. Project Fusion - Trademark Security Agreement#page2.tif source=04. Project Fusion - Trademark Security Agreement#page3.tif source=04. Project Fusion - Trademark Security Agreement#page4.tif source=04. Project Fusion - Trademark Security Agreement#page5.tif source=04. Project Fusion - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 10, 2022 (this “**Trademark Security Agreement**”), by and among Power Digital Marketing, Inc., a Delaware corporation, SocialDevLabs, Inc, a District of Columbia corporation, Covet Public Relations, Inc., a California corporation (each, a “**Grantor**”) and Audax Private Debt LLC, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns in such capacities, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement).

Reference is made to that certain Credit Agreement, dated as of March 10, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Fusion Intermediate, Inc., a Delaware corporation (“**Holdings**”), Fusion Buyer, Inc., a Delaware corporation (the “**Borrower**”), the Administrative Agent and the Lenders from time to time party thereto.

Reference is also made to that certain Pledge and Security Agreement dated as of March 10, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

The Lenders and Issuing Banks (each as defined in the Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Consistent with the requirements set forth in Section 4.01 and Section 5.14 of the Credit Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing, in each case, excluding any items constituting Excluded Assets and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirements. This Trademark Security Agreement shall not be deemed to grant a security interest in any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” and acceptance by the United States Patent and Trademark Office 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 law, whether or not such trademark applications are set forth on Schedule I hereto.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

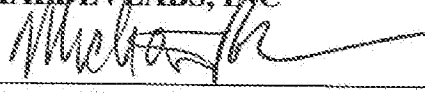
SECTION 4. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in 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.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

**COVET PUBLIC RELATIONS, INC.
POWER DIGITAL MARKETING, INC.
SOCIALDEVLABS, INC**

By: 
Name: Michael Rosen
Title: Chief Financial Officer

AUDAX PRIVATE DEBT LLC,
as Administrative Agent

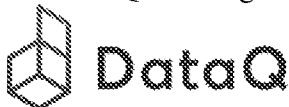
By: 
Name: Adam Weiss
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Power Digital Marketing, Inc.	6,490,995	09/21/2021	DATAQ
Power Digital Marketing, Inc.	6,338,033	05/04/2021	POWER DIGITAL
Power Digital Marketing, Inc.	6,258,248	01/26/2021	SPRNOVA
SocialDevLabs, Inc	5,855,417	09/10/2019	SOCIAL METHOD
Covet Public Relations, Inc.	4,859,676	11/24/2015	COVET

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TRADEMARK
Power Digital Marketing, Inc.	90/362,928	12/07/2020	DATAQ & Design 
Power Digital Marketing, Inc.	90/868,994	08/06/2021	POWER DIGITAL & Design 