

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proactive Dealer Solutions, LLC		12/27/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Star Mountain Diversified Credit Income Fund III, LP		
Street Address:	140 East 45th Street		
Internal Address:	37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5039032	PROACTIVE DEALER SOLUTIONS	
Registration Number:	5196637	BUSINESS DEVELOPMENT INDEX (BDI)	
Registration Number:	5080674	BDC CENTRAL PROCESS DRIVEN SUCCESS	
Registration Number:	5097103	LOT WATCH FLOOR TRAFFIC ANALYTICS	
Registration Number:	6278704	CALLERCX	
Registration Number:	6344751	WE ARE MODERN RETAILING	
Serial Number:	90724544	BROOKE.AI	
Serial Number:	90724605	BOOK WITH BROOKE	
Serial Number:	90724151	BROOKE.AI	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (154502-01030)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		

CH \$240.00 5039032

Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	154502-01030
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	04/08/2022
Total Attachments: 5 source=AR - Trademark Security Agreement (Proactive)#page1.tif source=AR - Trademark Security Agreement (Proactive)#page2.tif source=AR - Trademark Security Agreement (Proactive)#page3.tif source=AR - Trademark Security Agreement (Proactive)#page4.tif source=AR - Trademark Security Agreement (Proactive)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 27th day of December, 2021, by Proactive Dealer Solutions, LLC, a Delaware limited liability company ("Grantor"), in favor of Star Mountain Diversified Credit Income Fund III, LP, in its capacity as Agent for the Purchasers party to the Securities Purchase Agreement (defined below) (herein, "Grantee"):

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WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Amended and Restated Securities Purchase Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Securities Purchase Agreement**") providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Purchasers;

WHEREAS, pursuant to the terms of that certain Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Securities Purchase Agreement and Collateral Agreement. The Securities Purchase Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark owned by Grantor listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the forgoing, including any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark owned by Grantor, or (b) injury to the goodwill associated with any Trademark owned by Grantor.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

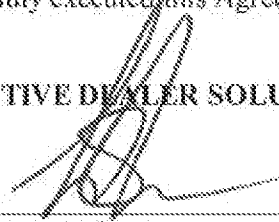
4. Termination. At such time as the Obligations have been Paid in Full, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination the Grantee shall, at Grantor's expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

PROACTIVE DEALER SOLUTIONS, LLC

By: 
Name: Lawson Owen
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Above Written:

STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP,
as Agent

By: _____
Name: Brett Hickey
Title: Authorized Signatory


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

PROACTIVE DEALER SOLUTIONS, LLC

By: _____
Name: Lawson Owens
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Above Written:

STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP,
as Agent

By:  _____
Name: Brett Hickey
Title: Authorized Signatory

SCHEDULE 1**Trademark Registrations**

Name of Owner	Trademark	Registration #	Registration Date
Proactive Dealer Solutions, LLC	PROACTIVE DEALER SOLUTIONS	5039032	9/13/2016
Proactive Dealer Solutions, LLC	BUSINESS DEVELOPMENT INDEX (BDI)	5196637	5/2/2017
Proactive Dealer Solutions, LLC	BDC CENTRAL PROCESS DRIVEN SUCCESS	5080674	11/15/2016
Proactive Dealer Solutions, LLC	LOT WATCH FLOOR TRAFFIC ANALYTICS	5097103	12/6/2016
Proactive Dealer Solutions, LLC	CALLERCX	6278704	2/23/2021
Proactive Dealer Solutions, LLC	WE ARE MODERN RETAILING	6344751	5/11/2021

Trademark Applications

Name of Owner	Trademark	Application #	Application Date
Proactive Dealer Solutions, LLC	BROOKE. AI	90724544 (serial no.)	5/20/2021
Proactive Dealer Solutions, LLC	BOOK WITH BROOKE	90724605 (serial no.)	5/20/2021
Proactive Dealer Solutions, LLC	BROOKE. AI	90724151 (serial no.)	5/20/2021