

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Direct Line Global, LLC	FORMERLY SMG Extol, LLC	06/09/2022	Limited Liability Company: CALIFORNIA
Direct Line Holdings, LLC		06/09/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	Commercial Loan Service Center/DCC		
Internal Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4105234	DIRECTLINE	
Registration Number:	5886534	DL	
Registration Number:	5604837	LD DIRECTLINE	
Serial Number:	97090969	DIRECT LINE GLOBAL	
Serial Number:	97107168	DL - GLOBAL	
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:	215-569-5619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-19091		

OP \$140.00 4105234

NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	06/13/2022
Total Attachments: 3 source=2022 Acknowledgement of Security Interest in Intellectual Property (SMG)#page1.tif source=2022 Acknowledgement of Security Interest in Intellectual Property (SMG)#page2.tif source=2022 Acknowledgement of Security Interest in Intellectual Property (SMG)#page3.tif	

Acknowledgement of Security Interest in Intellectual Property

June 9, 2022

WHEREAS, DIRECT LINE GLOBAL, LLC, a California limited liability company, f/k/a SMG Extol, LLC (“DLG”) and DIRECT LINE HOLDINGS, LLC, a Delaware limited liability company (“Holdings” and together with DLG collectively, “Grantors” and each a “Grantor”), have adopted, used and is using, and holds all right, title and interest in and to, the Patents, Trademarks and Copyrights (as those terms are defined in the Credit Agreement referenced below) listed on the annexed Schedule I;

WHEREAS, DLG has entered into that certain Revolving Credit, Term Loan and Security Agreement, dated as of November 15, 2019 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “Credit Agreement”), by and among PNC Bank, National Association, in its capacity as “Agent”, the Lenders party thereto and each other Person hereafter joined thereto as a Borrower from time to time;

WHEREAS, the Grantors have entered into that certain Intellectual Property Security Agreement, date as of the date hereof (the “IP Security Agreement”), with the Agent on behalf of the Secured Parties pursuant to which each Grantor has granted to the Agent for the benefit of Secured Parties a continuing security interest in all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as such term is defined in the IP Security Agreement)(the “Collateral”), to secure the payment, performance and observance of the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Agent for the benefit of the Secured Parties a continuing security interest in the Collateral set forth on Schedule 1 hereto to secure the prompt payment, performance and observance of the Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent on behalf of the Secured Parties with respect to the Collateral are more fully set forth in the Credit Agreement, the IP Security Agreement and the Other Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

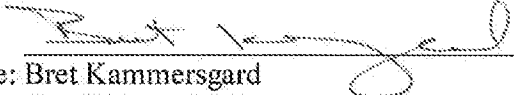
All capitalized terms used herein without definition have the same meanings given to such terms in the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Acknowledgment to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTORS:

**DIRECT LINE GLOBAL, LLC f/k/a SMG Extol,
LLC**

By: 
Name: Bret Kammergard
Title: Chief Financial Officer

DIRECT LINE HOLDINGS, LLC

By: 
Name: Bret Kammergard
Title: Chief Financial Officer

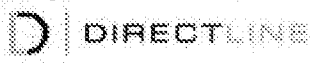
SCHEDULE 1

To
Acknowledgement of Security Interest in Intellectual Property

1. **Patents and Patent Applications**

None

2. **Trademarks and Trademark Applications**

Grantor	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
Direct Line Global, LLC	DIRECTLINE	85360585	06/30/2011	4105234	02/28/2012
Direct Line Global, LLC	DL	88041641	07/17/2018	5886534	10/15/2019
Direct Line Global, LLC	LD DIRECTLINE and Design 	87711840	12/07/2017	5604837	11/13/2018
Direct Line Global, LLC	DIRECTLINE GLOBAL	97090969	10/25/2021	N/A	N/A
Direct Line Global, LLC	DL - GLOBAL	97107168	11/03/2021	N/A	N/A

3. **Copyrights and Copyright Applications**

None