

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WISER SOLUTIONS, INC.		08/10/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CRESTLINE DIRECT FINANCE, L.P., as Collateral Agent		
Street Address:	201 Main Street, Suite 1900		
Internal Address:	c/o Crestline Investors, Inc.		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5142751	OWN LESS, LIVE MORE	
Registration Number:	5127011	LEVELING THE RETAIL PLAYING FIELD	
Registration Number:	3078349	CHANNEL IQ	
Registration Number:	4900110	360PI	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216.586.7232		
Email:	tsinger@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	TYLER D. SINGER/JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	898953-000007		
NAME OF SUBMITTER:	TYLER D. SINGER		
SIGNATURE:	/TYLER D. SINGER/		
DATE SIGNED:	08/12/2022		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of August 10, 2022, is made by each of the undersigned (collectively, the "Grantors" and each individually, a "Grantor"), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as Collateral Agent for the ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

Each Grantor has executed and delivered a Pledge and Security Agreement, dated as of April 29, 2022, with and in favor of Agent for the ratable benefit of the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

Each Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademark Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Pledge and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Agent a continuing security interest in, all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and damages at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue for any past, present and future infringement thereof.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Pledge and Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as

if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import as it relates to the execution and delivery of this Agreement shall be deemed to include an electronic symbol or process attached to a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record (each an "Electronic Signature"), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, regardless of whether and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.


6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

7. **EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 7 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR ANY OF THE OTHER CREDIT DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WISER SOLUTIONS, INC., as a Grantor

By: 
Name: Charles Andrew Ballard
Title: Chief Executive Officer

CRESTLINE DIRECT FINANCE, L.P.,
as the Collateral Agent

By: Crestline Direct Finance (GP), L.L.C., its
general partner

By: Crestline Investors, Inc., its manager

By: 
Name: Chris Semple
Title: Managing Director

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

Source	Mark	Owner Name	Application Number	Registration Number	Status
USPTO	OWN LESS, LIVE MORE	Wiser Solutions, Inc.	86/785,422	5142751	Registered
USPTO	LEVELING THE RETAIL PLAYING FIELD	Wiser Solutions, Inc.	86/846,774	5127011	Registered
USPTO	CHANNEL IQ	Wiser Solutions, Inc.	76/636638	3078349	Registered
USPTO	360PI	Wiser Solutions, Inc.	86/161457	4900110	Registered