

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Auction.com, LLC (f/k/a Ten-X, LLC)		08/24/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	National Banking Association: UNKNOWN		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88527010	AUCTION INTERACT	
Serial Number:	88230002	FASTTALKER AUCTION WORKFORCE	
Serial Number:	88527110	PORTFOLIO INTERACT	
Serial Number:	88527081	BID INTERACT	
Serial Number:	88290809	A	
Serial Number:	87549104	XOEY	
Serial Number:	86459592	FASTTALKER	
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>			
Email:	joe.phu@kirkland.com		
Correspondent Name:	Joe Phu		
Address Line 1:	300 North LaSalle		
Address Line 2:	KIRKLAND & ELLIS LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	43607-1		
NAME OF SUBMITTER:	Joe Phu		
SIGNATURE:	/Joe Phu/		

CH \$190.00 88527010

DATE SIGNED:	08/26/2022
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Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of August 24, 2022 (this “**Agreement**”), between AUCTION.COM, LLC (f/k/a Ten-X, LLC), a Delaware limited liability company (the “**Grantor**”) and ANTARES CAPITAL LP, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the First Lien Pledge and Security Agreement dated as of September 29, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, AUCTION.COM HOLDINGS II, INC. (f/k/a Decade Holdings II, Inc.), a Delaware corporation (“**Holdings**”), the Subsidiary Parties from time to time party thereto and the Collateral Agent, and (b) the First Lien Credit Agreement dated as of September 29, 2017, as amended by the Amendment No. 1 to First Lien Credit Agreement, dated as of July 13, 2022 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Grantor, Holdings, the Subsidiaries of the Grantor from time to time party thereto, the Lenders and the Collateral Agent. The Lenders have extended credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. Under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Obligations, the Grantor, hereby grants to the Collateral Agent, its successors and 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 now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Additional Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks or the Director General of the Trademarks Branch, as applicable, record this Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including .pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties represents and warrants to each other party that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

SECTION 5. **CHOICE OF LAW**. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

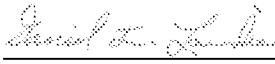
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AUCTION.COM, LLC,
as the Grantor

By:  _____

Name: Richard Santiago
Title: Chief Financial Officer

ANTARES CAPITAL LP,
as Collateral Agent

By: 
Name: Daniel Landis
Title: Duly Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications:

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Auction.com, LLC	AUCTION INTERACT	88527010 07/22/2019	6624632 01/25/2022
2.	Auction.com, LLC	FASTTALKER AUCTION WORKFORCE	88230002 12/14/2018	5924453 12/03/2019
3.	Auction.com, LLC	PORTFOLIO INTERACT	88527110 07/22/2019	6297873 03/23/2021
4.	Auction.com, LLC	BID INTERACT	88527081 07/22/2019	6297872 03/23/2021
5.	Auction.com, LLC	A	88290809 02/06/2019	5912680 11/19/2019
6.	Auction.com, LLC	XOEY	87549104 07/31/2017	5528032 07/31/2018
7.	Auction.com, LLC	FASTTALKER	86459592 11/20/2014	4912065 03/08/2016