

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752257

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RKD Group, LLC		08/17/2022	Limited Liability Company: DELAWARE
Data Management, LLC	FORMERLY Data-Mail, Inc.	08/17/2022	Limited Liability Company: DELAWARE
SMG-II, LLC		08/17/2022	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent
Street Address:	111 South Wacker Drive, 36th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5688584	HUNGER STOPS HERE
Registration Number:	4964342	START DOING GOOD
Registration Number:	4026272	WISDOM
Registration Number:	2480154	BED & BREAD CLUB
Registration Number:	4230298	REGISTER TO RING
Registration Number:	4053336	JUNIOR BED & BREAD CLUB
Registration Number:	2527028	
Registration Number:	6458707	SUMMIT SONAR
Registration Number:	5924286	HUG YOUR HUNDREDS
Registration Number:	5422608	ALPHA DOG MARKETING
Registration Number:	5501944	RKD GROUP
Registration Number:	5501948	RKD GROUP
Registration Number:	5501952	RKD GROUP BREAKTHROUGH FUNDRAISING AND M
Registration Number:	6321016	BYTESFREE
Registration Number:	5883079	BEST RESIDENT LISTS

OP \$440.00 5688584

Property Type	Number	Word Mark
Registration Number:	4407830	DMI DATA MANAGEMENT INC MAKING YOUR DATA
Registration Number:	3769831	DMI DATA MANAGEMENT INC.

CORRESPONDENCE DATA

Fax Number: 6175236850

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.

Phone: 617-523-2700

Email: susan.dinicola@hklaw.com,rachel.fink@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	08/30/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

August 17, 2022

WHEREAS, RKD Group, LLC, a Delaware limited liability company, Data Management, LLC (f/k/a Data-Mail, Inc.), a Delaware limited liability company and SMG-II, LLC, a Missouri limited liability company (herein collectively referred to as "Grantors"), own the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the "Credit Agreement"), by and among RKD Group, LLC, a Delaware limited liability company (as successor by merger to Debt Merger Sub, LLC), the financial institutions from time to time party thereto (the "Lenders") and Twin Brook Capital Partners, LLC, as agent for all Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the "Collateral Agreement"), made by Grantors and the other grantors party thereto in favor of Twin Brook Capital Partners, LLC, as agent for all Lenders (in such capacity, "Grantee"), Grantors have granted to Grantee for the ratable benefit of the Lenders a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantors, including all right, title and interest of Grantors in, to and under the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by Grantors, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantors' rights, titles and interests in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantors, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) any renewal of any of the foregoing;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;
and

(iv) all Proceeds (as defined in the Collateral Agreement) of any and all of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy, facsimile, emailed .pdf file, or similar form of electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

RKD GROUP, LLC

By: Rebekah Cooksey
Name: Rebekah Cooksey
Title: Chief Financial Officer

DATA MANAGEMENT, LLC

By: Rebekah Cooksey
Name: Rebekah Cooksey
Title: Chief Financial Officer


SMG-II, LLC

By: Rebekah Cooksey
Name: Rebekah Cooksey
Title: Chief Financial Officer

ACKNOWLEDGED:

as of the date first written above.





**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

By: 
Kimberly Trick (Aug 28, 2022 11:02 AM)
Name: Kimberly Trick
Title: Head of Underwriting

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS

<u>TITLE</u>	<u>STATUS</u>	<u>Ser. No. /Date</u>	<u>Reg. No. / Date</u>	<u>OWNER</u>
HUNGER STOPS HERE	Registered	87537782 7/21/2017	5688584 3/5/2019	SMG-II, LLC
START DOING GOOD	Registered	86779038 10/6/2015	4964342 5/24/2016	SMG-II, LLC
WISDOM	Registered	85279641 3/29/2011	4026272 9/13/2011	SMG-II, LLC
BED & BREAD CLUB	Registered	78025279 9/11/2000	2480154 8/21/2001	SMG-II, LLC
REGISTER TO RING	Registered	77715474 4/16/2009	4230298 10/23/2012	SMG-II, LLC
JUNIOR BED & BREAD CLUB	Registered	77382879 1/29/2008	4053336 11/8/2011	SMG-II, LLC
Circular Design (Design) 	Registered	76077443 6/22/2000	2527028 1/8/2002	SMG-II, LLC
SUMMIT SONAR	Registered	88759857 1/15/2020	6458707 8/24/2021	SMG-II, LLC
HUG YOUR HUNDREDS	Registered	88176229 10/31/2018	5924286 12/3/2019	SMG-II, LLC
ALPHA DOG MARKETING	Registered	87549706 7/31/2017	5422608 3/13/2018	RKD GROUP, LLC
RKD GROUP	Registered	87677073 11/8/2017	5501944 6/26/2018	RKD GROUP, LLC

RKD GROUP (and Design) 	Registered	87677155 11/8/2017	5501948 6/26/2018	RKD GROUP, LLC
RKD GROUP BREAKTHROUGH FUNDRAISING AND MARKETING (and Design) 	Registered	87677225 11/8/2017	5501952 6/26/2018	RKD GROUP, LLC
Bytespree	Registered	90132440 8/24/2020	6321016 4/13/2021	Data-Mail, Inc.
Best Resident Lists	Registered	88337742 3/13/2019	5883079 10/15/2019	Data-Mail, Inc.
DMI DATA MANAGEMENT INC MAKING YOUR DATA MATTER & Design 	Registered	85556184 2/29/2012	4407830 9/24/2013	Data-Mail, Inc.
DMI DATA MANAGEMENT INC. (Stylized) 	Registered	77551785 8/20/2008	3769831 4/6/2010	Data-Mail, Inc.