

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutshell, Inc.		09/22/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AUDAX PRIVATE DEBT LLC		
Street Address:	320 Park Avenue, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6805870	NUTSHELL	
Registration Number:	6805869	NUTSHELL	
Registration Number:	3920726	NUTSHELL	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Emily C. Kimball		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	12068.030		
NAME OF SUBMITTER:	Emily C. Kimball		
SIGNATURE:	/Emily C. Kimball/		
DATE SIGNED:	09/22/2022		
Total Attachments: 5			
source=Trademark Security Agreement (Nutshell Joinder) - 9-22-22#page1.tif			
source=Trademark Security Agreement (Nutshell Joinder) - 9-22-22#page2.tif			

CH \$90.00 6805870

source=Trademark Security Agreement (Nutshell Joinder) - 9-22-22#page3.tif

source=Trademark Security Agreement (Nutshell Joinder) - 9-22-22#page4.tif

source=Trademark Security Agreement (Nutshell Joinder) - 9-22-22#page5.tif

EXECUTION VERSION

U.S. TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2022 (this “Agreement”), among Nutshell, Inc. (the “Grantor”) and AUDAX PRIVATE DEBT LLC, as administrative agent and collateral agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of September 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among WEBFX INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), WEBFX PURCHASER, LLC, a Delaware limited liability company (“Borrower Representative”), WEBPAGEFX, LLC, a Pennsylvania limited liability company (as a “Borrower” and together with the Borrower Representative, the “Borrowers” and each a “Borrower”), the other Grantors from time to time party hereto and AUDAX PRIVATE DEBT LLC, as Administrative Agent and Collateral Agent (the “Administrative Agent”) and (b) the Collateral Agreement, dated of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower Representative, the other Borrowers party thereto, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral 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 the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the trademarks and trademark applications, including the goodwill associated therewith, listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the Termination Date, the Security Interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an

instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

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


NUTSHELL, INC., as Grantor

By: Scott Mumma
Name: Scott Mumma
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007856 FRAME: 0528

AUDAX PRIVATE DEBT LLC, as Administrative Agent

By:  _____
Name: Peter Stern
Title: Authorized Signatory

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007856 FRAME: 0529

TRADEMARK COLLATERAL

Trademark	Owner	Reg. No. Reg. Date	Status
Nutshell •	Nutshell, Inc.	6,805,870 08/2/2022	Registered
NUTSHELL	Nutshell, Inc.	6,805,869 8/2/2022	Registered
NUTSHELL®	Nutshell, Inc.	3,920,726 02/15/2011	Registered