

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM791254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks Supplement No. 1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clarus Direct, LLC		03/01/2023	Limited Liability Company: DELAWARE
Clarus Commerce LLC		03/01/2023	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC		
Street Address:	1450 Brickell Avenue		
Internal Address:	31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6381498	SHOP\$MARTER	
Registration Number:	6007360	SHOPSMARTER	
Serial Number:	97056548	LIVEPLAYGO	
Serial Number:	97397302	EBBO	
Serial Number:	97397290	EBBO	
Serial Number:	97397286	EBBO	
Registration Number:	5350683	PRIZELAB	
Registration Number:	5360051	PRIZELAB	
Registration Number:	4949927	PRIZELOGIC	
Registration Number:	4931843	PRIZELOGIC	
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>			
Phone:	212.318.6000		
Email:	yoosonlee@paulhastings.com		

OP \$265.00 6381498

Correspondent Name: Yooson Sandy Lee
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Yooson Sandy Lee
SIGNATURE:	/s/ Yooson Sandy Lee
DATE SIGNED:	03/02/2023

Total Attachments: 6

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GRANT OF SECURITY INTEREST
IN
TRADEMARKS SUPPLEMENT NO. 1

This GRANT OF SECURITY INTEREST IN TRADEMARKS SUPPLEMENT NO. 1 (“Agreement”), effective as of March 1, 2023 is made by each of the signatories hereto (collectively, the “Grantors”), in favor of WhiteHorse Capital Management, LLC, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) for the Secured Parties referenced therein, parties to the Guarantee and Collateral Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Guarantee and Collateral Agreement.

WHEREAS, pursuant to the Guarantee and Collateral Agreement dated as of July 1, 2019 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the “Guarantee and Collateral Agreement”) by and among the Grantors, the other grantors party thereto and the Administrative Agent, the Grantors have granted a Lien on and a continuing security interest in the Collateral (including the Trademark Collateral) to the Administrative Agent for the ratable benefit of the Secured Parties.

WHEREAS, the Grantors and Administrative Agent on July 1, 2019 entered into that certain Intellectual Property Security Agreement (the “2019 Intellectual Property Security Agreement”);

WHEREAS, the 2019 Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on July 1, 2019 at Reel 6683, Frame 0462;

WHEREAS, the Grantors and Administrative Agent on August 6, 2021 entered into that certain Intellectual Property Security Agreement (the “2021 Intellectual Property Security Agreement”, collectively with the 2019 Intellectual Property Security Agreement, the “Intellectual Property Security Agreements”);

WHEREAS, the 2021 Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on August 6, 2021 at Reel 7382, Frame 0249; and

WHEREAS, Grantors and Agent wish to supplement the Intellectual Property Security Agreements by adding certain Trademarks to the Trademark Collateral (as defined in the 2021 Intellectual Property Security Agreement).

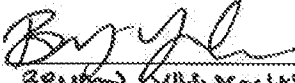
NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Grantors hereby pledge and grant a continuing security interest in all of the Grantors’ right, title and interest in, to and under the Trademarks (including those items shown on Schedule 1 attached hereto), to the Administrative Agent for the benefit of the Administrative Agent for the ratable benefit of the Secured Parties.
2. This Agreement has been executed and delivered by the Grantors 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 the Administrative Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

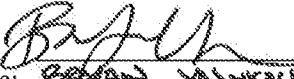
3. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.
4. This Agreement may be executed in one or more counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. This Agreement may be executed and delivered (including by facsimile transmission, ".pdf," or other electronic transmission, or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign)) in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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.

CLARUS DIRECT, LLC, as a Grantor

By: 
Name: BRYAN YASUKOCHI
Title: VP

CLARUS COMMERCE LLC, as a Grantor

By: 
Name: BRYAN YASUKOCHI
Title: VP

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007990 FRAME: 0806

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Administrative Agent

By: 

Name: Richard Siegel

Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007990 FRAME: 0807

Schedule 1

Trademark	Jurisdiction	Owner	Application Number	Application Date	Registration Number	Registration Date
	USA	Clarus Direct, LLC	88/824,720	03/06/2020	6,381,498	06/08/2021
SHOPSMARTER	USA	Clarus Direct, LLC	88/580,615	08/15/2019	6,007,360	03/10/2020
	Canada	Clarus Direct, LLC	2016215	03/06/2020		
SHOPSMARTER	Canada	Clarus Direct, LLC	1982997	08/29/2019		
	United Kingdom	Clarus Direct, LLC	UK00003353797	11/15/2018	UK00003353797	02/22/2019
LIVEPLAYGO	USA	Clarus Direct, LLC	97/056,548	10/01/2021		
EBBO	USA	Clarus Commerce LLC	97/397,302	05/05/2022		
EBBO	USA	Clarus Commerce LLC	97/397,290	05/05/2022		
EBBO	USA	Clarus Commerce LLC	97/397,286	05/05/2022		
PRIZELAB	USA	Clarus Commerce LLC (f/k/a PRIZELOGIC LLC)	87/465,692	05/26/2017	5,350,683	12/05/2017

Trademark	Jurisdiction	Owner	Application Number	Application Date	Registration Number	Registration Date
PRIZELAB	USA	Clarus Commerce LLC (f/k/a PRIZELOGIC LLC)	87465651	05/26/2017	5360051	12/19/2017
PRIZELOGIC	USA	Clarus Commerce LLC (f/k/a PRIZELOGIC LLC)	86712924	08/03/2015	4949927	05/03/2016
PRIZELOGIC	USA	Clarus Commerce LLC (f/k/a PRIZELOGIC LLC)	86710881	07/31/2015	4931843	04/05/2016

TRADEMARK

REEL: 007990 FRAME: 0809

RECORDED: 03/02/2023