

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INCEPTION ONLINE MARKETING, LLC		05/26/2023	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC, as Collateral Agent		
Street Address:	101 Huntington Avenue, 25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6017167	INCEPTION ONLINE MARKETING	
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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	c/o Latham & Watkins 330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	062955-0043 HP		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	05/26/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of **May 26, 2023** (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **AUDAX PRIVATE DEBT LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain U.S. Pledge and Security Agreement, dated as of November 23, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors from time to time party thereto and the Collateral Agent;

WHEREAS, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) The Trademarks referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent-to-use trademark application prior to the filing of a “**Statement of Use**” or “**Amendment to Allege Use**” with respect thereto, 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 application or any registration issuing therefrom under applicable federal law.

Section 2. Recordation. The Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating

to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern, as applicable.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

INCEPTION ONLINE MARKETING, LLC
as Grantor

DocuSigned by:

Eric Leaver

By: 3DE7F962E21B495...

Name: Eric Leaver

Title: President


AUDAX PRIVATE DEBT LLC,
as Collateral Agent



By: _____
Name: Ryan Benedict
Title: Authorized Signatory

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States Trademark Registrations and Applications

Trademark	Status	App. No./ Date	Serial No.	Reg. No.	Registration Date / File Date	Owner
Design mark for Inception Online Marketing (color is not claimed) 	Registered	N/A	8850986	6017167	March 24, 2020	Inception Online Marketing, LLC 2035 Labyrinth Lane De Pere, WISCONSIN UNITED STATES 54115