

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM840498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POWERREVIEWS, INC.		09/19/2023	Corporation: DELAWARE
POWERREVIEWS OC, LLC		09/19/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BARINGS FINANCE LLC, AS ADMINISTRATIVE AGENT		
Street Address:	300 S. Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3103747		
Registration Number:	3136461	BZZ	
Registration Number:	3085518	BZZAGENT	
Registration Number:	3085556	BZZCAMPAIGN	
Registration Number:	3809382	IN-LINE SEO	
Registration Number:	4954617	PR POWER REVIEWS	
Registration Number:	3515107	POWERREVIEWS	
Registration Number:	3515108	POWERREVIEWS	
Registration Number:	3459872	REVIEW SNAPSHOT	
Registration Number:	6005464	JOURNEY IQ	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Senior Paralegal		
Address Line 1:	McGuireWoods LLP		

OP \$265.00 3103747

Address Line 2:	201 N. Tryon Street, Suite 3000
Address Line 4:	Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher
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SIGNATURE:	/s/ Terry L. Witcher
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DATE SIGNED:	09/19/2023
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of September 19, 2023, is made by EACH OF THE UNDERSIGNED (each a “Grantor” and collectively, the “Grantors”), in favor of Barings Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

Grantors have executed and delivered a Joinder Agreement dated as of the date hereof in connection with that certain Guaranty and Security Agreement dated as of July 8, 2019, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”). Each Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, assigns and grants to Administrative Agent, for the ratable benefit of the Lenders, a Lien on and continuing security interest in, all of such Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office.

3. Purpose. This Agreement has been executed and delivered by each Grantor 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 Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and

remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security 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 Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

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.

POWERREVIEWS, INC., as Grantor

By: 
Name: Jeffrey Descano
Title: Chief Financial Officer

POWERREVIEWS OC, LLC, as Grantor

By: 
Name: Jeffrey Descano
Title: Secretary and Treasurer

BARINGS FINANCE LLC,
as Administrative Agent

By: _____
Name: _____
Title: _____

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.

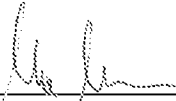
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By: _____
Name: Jeffrey Descano
Title: Chief Financial Officer

POWERREVIEWS OC, LLC, as Grantor

By: _____
Name: Jeffrey Descano
Title: Secretary and Treasurer

BARINGS FINANCE LLC,
as Administrative Agent

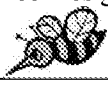

By:  _____
Name: L. Max McEwen
Title: Managing Director

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK LICENSES:

Grantor	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
PowerReviews, Inc.	Bee Design 	78/650755	3103747	6/14/2005	6/13/2006
PowerReviews, Inc.	BZZ	78/258505	3136461	6/4/2003	8/29/2006
PowerReviews, Inc.	BZZAGENT	78/632891	3085518	5/19/2005	4/25/2006
PowerReviews, Inc.	BzzCampaign	78/691537	3085556	8/12/2005	8/25/2006
PowerReviews OC, LLC	IN-LINE SEO	77/747671	3809382	5/29/2009	6/29/2010
PowerReviews, Inc.	POWER REVIEWS and New Design 	86/713401	4954617	8/3/2015	5/10/2016
PowerReviews OC, LLC	POWERREVIEWS	77/289944	3515107	9/26/2007	10/14/2008
PowerReviews OC, LLC	POWERREVIEWS	77/289968	3515108	9/26/2007	10/14/2008
Powerreviews OC, LLC	REVIEW SNAPSHOT	77/325677	3459872	11/9/2007	7/1/2008
PowerReviews, Inc.	JOURNEY IQ	88/361,632	6005464	3/28/2019	3/10/2020
PowerReviews OC, LLC	POWERREVIEWS (Canada)	1388775	TMA752245	3/26/2008	11/4/2009
PowerReviews OC, LLC	POWERREVIEWS (European Union IPO)	006765432	006765432	3/19/2008	12/4/2008
PowerReviews OC, LLC	POWERREVIEWS (United Kingdom (Brexit Cloned Registration))	006765432	006765432	3/19/2008	12/4/2008