

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE RETAIL EQUATION, INC.		11/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUIST BANK		
Street Address:	303 Peachtree St. NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Chartered Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6982324	RETAIL ACTIVITY REPORT	
Registration Number:	6951605	RAR	
Registration Number:	5679008	INCENT	
Registration Number:	5666596	SECURE	
Registration Number:	5666595	SECURE	
Registration Number:	5314030	VERIFY	
Registration Number:	5428571	VERIFY	
Registration Number:	5288063	RETAIL REWARDS	
Registration Number:	5338869	RETAIL REWARDS	
Registration Number:	3995622	VERIFY RETURN AUTHORIZATION	
Registration Number:	3974856	THE RETAIL EQUATION	
Registration Number:	3474219	RETURN REWARDS	
Registration Number:	3245778	RETURN ACTIVITY REPORT	
Registration Number:	5315768	APPRISS	
Registration Number:	5315769	APPRISS	
Registration Number:	5323041		
Serial Number:	97018676	ENGAGE	
CORRESPONDENCE DATA			

CH \$440.00 6982324

Fax Number:

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: 4048814458
Email: elissa.hart@alston.com
Correspondent Name: Alston & Bird
Address Line 1: 1201 W. Peachtree St.
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	602401
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NAME OF SUBMITTER:	Elissa Hart
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SIGNATURE:	/Elissa Hart/
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DATE SIGNED:	11/17/2023
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Total Attachments: 5

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2023 (this “Security Agreement”), is made by **THE RETAIL EQUATION, INC.**, a Delaware corporation (the “Grantor”), in favor of **TRUIST BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantor, as the “Borrower”, Appriss Retail Holdings, Inc., a Delaware corporation, as “Holdings”, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into that certain Credit Agreement, dated as of November 17, 2023 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, Holdings, the Grantor and certain of their Subsidiaries have entered into that certain Guaranty and Security Agreement, dated as of November 17, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent, for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. The 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 the Grantor, hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its United States pending and registered Trademarks and all Trademark Licenses providing for a grant to the Grantor of any rights under any Trademark, including those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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, the Trademark Collateral shall not include 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 filing and acceptance of a “Statement of Use” and issuance of a

“Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Security Agreement to be duly executed by its authorized officers as of the day and year first above written.

THE RETAIL EQUATION, INC., as Grantor

By: Heather Magaro
Name: Heather Magaro
Title: Chief Financial Officer and Treasurer

APPRIS RETAIL
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 008262 FRAME: 0745

SCHEDULE I

Trademarks and Trademark Licenses

I. U.S. REGISTERED TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Grantor
RETAIL ACTIVITY REPORT	United States	RN: 6982324 SN: 97268038	Feb. 15, 2022	Feb. 14, 2023	The Retail Equation, Inc.
RAR	United States	RN: 6951605 SN: 97268092	Feb. 15, 2022	Jan. 10, 2023	The Retail Equation, Inc.
INCENT	United States	RN: 5679008 SN: 88001827	Jun. 15, 2018	Feb. 19, 2019	The Retail Equation, Inc.
SECURE	United States	RN: 5666596 SN: 88001824	Jun. 15, 2018	Jan. 29, 2019	The Retail Equation, Inc.
SECURE <i>and Design</i>  Secure	United States	RN: 5666595 SN: 88001822	Jun. 15, 2018	Jan. 29, 2019	The Retail Equation, Inc.
VERIFY	United States	RN: 5314030 SN: 87397310	Apr. 4, 2017	Oct. 17, 2017	The Retail Equation, Inc.
VERIFY	United States	RN: 5428571 SN: 87975746	Apr. 4, 2017	Mar. 20, 2018	The Retail Equation, Inc.
RETAIL REWARDS	United States	RN: 5288063 SN: 87397304	Apr. 4, 2017	Sep. 12, 2017	The Retail Equation, Inc.
RETAIL REWARDS <i>and Design</i>  Retail Rewards	United States	RN: 5338869 SN: 87397300	Apr. 4, 2017	Nov. 21, 2017	The Retail Equation, Inc.
VERIFY RETURN AUTHORIZATION	United States	RN: 3995622 SN: 77855283	Oct. 22, 2009	Jul. 19, 2011	The Retail Equation, Inc.

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Grantor
THE RETAIL EQUATION	United States	RN: 3974856 SN: 77320277	Nov. 2, 2007	Jun. 7, 2011	The Retail Equation, Inc.
RETURN REWARDS	United States	RN: 3474219 SN: 77196065	Jun. 1, 2007	Jul. 22, 2008	The Retail Equation, Inc.
RETURN ACTIVITY REPORT	United States	RN: 3245778 SN: 76632847	Mar. 7, 2005	May 29, 2007	The Retail Equation, Inc.
APPRISS	United States	RN: 5315768 SN: 87388193	Mar. 28, 2017	Oct. 24, 2017	The Retail Equation, Inc.
APPRISS	United States	RN: 5315769 SN: 87388230	Mar. 28, 2017	Aug. 8, 2017	The Retail Equation, Inc.
APPRISS (logo)	United States	RN: 5323041 SN: 87388273	Mar. 28, 2017	Aug. 15, 2017	The Retail Equation, Inc.

II. U.S. TRADEMARK APPLICATIONS

Trademark	Country/ Jurisdiction	Serial No.	Filing Date	Grantor
ENGAGE	United States	SN: 97018676	Sep. 9, 2021	The Retail Equation, Inc.

III. TRADEMARK LICENSES

None.