

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859704

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEADVENTURE, INC.	FORMERLY ARI NETWORK SERVICES, INC.	12/08/2023	Corporation: WISCONSIN
DEALER SPIKE OPCO, LLC		12/08/2023	Limited Liability Company: DELAWARE
FRAZER COMPUTING, LLC		12/08/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	AB PRIVATE CREDIT INVESTORS LLC
Street Address:	405 Colorado Street, Suite 1500
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4033958	NET DRIVEN
Registration Number:	4583528	AUCTION123
Registration Number:	4863344	AUCTION123
Registration Number:	6570275	CHATBRIDGE
Registration Number:	6707865	V
Registration Number:	7000885	LEADVENTURE
Registration Number:	7173121	DEALER SPIKE
Serial Number:	97448293	FRAZERPAY

CORRESPONDENCE DATA

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

CH \$215.00 4033958

Address Line 1: 1201 W. Peachtree St.
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 500284

NAME OF SUBMITTER: Elissa Hart

SIGNATURE: /Elissa Hart/

DATE SIGNED: 12/08/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of December 8, 2023, is entered into by and among LEADVENTURE, INC., a Wisconsin corporation, DEALER SPIKE OPCO, LLC, a Delaware limited liability company, and FRAZER COMPUTING, LLC, a Delaware limited liability company (collectively, the “*Grantor*”), and AB PRIVATE CREDIT INVESTORS LLC (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement dated as of August 29, 2017 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), by and among the Assignee, the Grantor and certain affiliates of the Grantor, and (ii) that certain Credit Agreement dated as of August 29, 2017 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among the Grantor, certain affiliates of the Grantor, the Lenders party thereto and the Assignee.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, including Section 3.1 thereof, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the United States registrations and applications for registration of Trademarks (excluding Internet domain names) referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to

the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided, further, that Trademarks and the collateral grant in this Section 1(a) shall not include any Trademarks that require action under the law of any jurisdiction outside of the United States to create or perfect a security interest or Lien in such Trademarks, which shall, for the avoidance of doubt, include all such Trademarks, not registered in the United States.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof for which the Assignee has not been granted a security interest.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

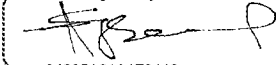
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

AB PRIVATE CREDIT INVESTORS LLC,
as Administrative Agent

DocuSigned by:

By: 84605A81A1F3410... _____
Name: Shishir Agrawal
Title: Managing Director

Address of Assignee:

AB Private Credit Investors LLC
405 Colorado Street, Suite 1500
Austin, Texas 78701
Attention: ARI Account
E-Mail: chris.lanshe@abglobal.com

GRANTORS:

LEADVENTURE INC.,

a Wisconsin corporation

DEALER SPIKE OPCO, LLC,

a Delaware limited liability company

FRAZER COMPUTING, LLC,

a Delaware limited liability company

By: 
Name: Bradley Jewett
Title: Chief Financial Officer

Address of Grantor:

True Wind Capital Management, L.P.
Four Embarcadero Center, Suite 2100
San Francisco, CA 94111
Attention: David Hirsch
E-mail: david@truewindcapital.com




with a copy to:

Kirkland & Ellis LLP
2049 Century Park East, Suite 3700
Los Angeles, California 90067
Attention: Brian Ford
Email: brian.ford@kirkland.com

ARI NETWORK
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 008283 FRAME: 0443

Schedule A to Trademark Security Agreement

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
NET DRIVEN	U.S. Federal	4033958	Oct. 4, 2011	ARI Network Services, Inc.
AUCTION123 <i>and Design</i> 	U.S. Federal	4583528	Aug. 12, 2014	ARI Network Services, Inc.
AUCTION123	U.S. Federal	4863344	Dec. 1, 2015	ARI Network Services, Inc.
CHATBRIDGE	U.S. Federal	6570275	Nov. 23, 2021	ARI Network Services, Inc.
<i>V and Design</i> 	U.S. Federal	6707865	Apr. 19, 2022	ARI Network Services, Inc.
LEADVENTURE	U.S. Federal	7000885	Mar. 14, 2023	ARI Network Services, Inc.
DEALER SPIKE	U.S. Federal	7173121	Sep. 26, 2023	Dealer Spike Opco, LLC
DEALER SPIKE <i>and Design</i> 	U.S. Federal	App. SN: 97449020	Abandoned	Dealer Spike Opco, LLC
FRAZERPAY	U.S. Federal	App. SN: 97448293	n/a	Frazier Computing, LLC

TRADEMARK

REEL: 008283 FRAME: 0444

RECORDED: 12/08/2023