

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Application Development Consultants, LLC		01/08/2024	Limited Liability Company: DELAWARE
Pinpoint Software, Inc.		01/08/2024	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	Commercial Loan Service Center/DCC		
Internal Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97573186	UPSHOP	
Serial Number:	97573194		
Serial Number:	88281336	FRESHIQ SCORE	
Serial Number:	88281323	FRESHIQ	
Serial Number:	78191831	ISCALE	
Serial Number:	88498750	PINPOINT	
Serial Number:	88498757	DATE CHECK PRO	
Serial Number:	86137239	TASKLE	
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>			
Email:	kareem.ansley@blankrome.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	717 TEXAS AVENUE, SUITE 1400		
Address Line 4:	HOUSTON, TEXAS 77002		

CH \$215.00 97573186

ATTORNEY DOCKET NUMBER:	074658-23094
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	01/08/2024
Total Attachments: 5 source=Trademark Security Agreement (PNC-Upshop) - Executed#page1.tif source=Trademark Security Agreement (PNC-Upshop) - Executed#page2.tif source=Trademark Security Agreement (PNC-Upshop) - Executed#page3.tif source=Trademark Security Agreement (PNC-Upshop) - Executed#page4.tif source=Trademark Security Agreement (PNC-Upshop) - Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of January 8, 2024, is entered into by Application Development Consultants, LLC, a Delaware limited liability company (“**Application Development**”), Pinpoint Software, Inc., a Wisconsin corporation (“**Pinpoint**”, together with Application Development each individually a “**Grantor**”, and collectively, the “**Grantors**”) and PNC BANK, NATIONAL ASSOCIATION (the “**Assignee**”), as Agent pursuant to that certain Revolving Credit, Term Loan and Security Agreement and Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”), between, among others, the Grantors, certain of the Grantors’ affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors have granted in favor of the Assignee a security interest in certain Intellectual Property, 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 Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Credit Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Credit Agreement, each Grantor hereby grants to the Assignee a security interest in all of such 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 such 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 foregoing referred to on Schedule A hereto, (ii) the right to obtain all renewals thereof, and (iii) all claims for damages by reason of past, present and future infringements of the Trademarks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives; 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.

(b) Schedule A hereto contains a true and accurate list of all of the Grantors' federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Credit Agreement. In the event that any of the provisions of this Agreement are in conflict with the Credit Agreement, the provisions of the Credit 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, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such 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 a Grantor or to delete any reference to any right, title or interest in any Trademarks in which a Grantor no longer has or claims any right, title or interest. The Grantors additionally agree 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 Credit 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), 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:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: *Tiona Samuels*
Name: Tiona Samuels
Title: Relationship Manager

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008311 FRAME: 0380

GRANTORS

**APPLICATION DEVELOPMENT
CONSULTANTS, LLC,**
a Delaware limited liability company

DocuSigned by:
Arthur Tingas
By: _____
ECF965316C8A4DC...
Name: Arthur Tingas
Title: Vice President

PINPOINT SOFTWARE, INC.,
a Wisconsin corporation

DocuSigned by:
Arthur Tingas
By: _____
ECF965316C8A4DC...
Name: Arthur Tingas
Title: Vice President

Schedule A to TRADEMARK SECURITY AGREEMENT

Grantor	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
Application Development Consultants, LLC	UPSHOP	97573186	8/31/2022	N/A	N/A
Application Development Consultants, LLC		97573194	8/31/2022	N/A	N/A
Application Development Consultants, LLC	FRESHIQ SCORE	88281336	1/29/2019	6158986	9/22/2020
Application Development Consultants, LLC	FRESHIQ	88281323	5/28/2019	6020099	3/24/2020
Application Development Consultants, LLC	ISCALE	78191831	12/6/2002	2771851	10/7/2023
Pinpoint Software Inc.	Pinpoint	88498750	7/3/2019	5960868	1/14/2020
Pinpoint Software Inc.	Date Check Pro	88498757	7/3/2019	5960869	1/14/2020
Pinpoint Software Inc.	TASKLE	86137239	12/6/2013	4579481	8/5/2014
Application Development Consultants, LLC	UPSHOP	18820494	1/11/2023	018820494	5/26/2023
Application Development Consultants, LLC		18820496	1/11/2023	018820496	5/26/2023
Application Development Consultants, LLC	UPSHOP	3866706	1/11/2023	3866706	4/7/2023
Application Development Consultants, LLC		3866708	1/11/2023	3866708	4/7/2023