

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bizodo, Inc.		10/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5364845	SEAMLESSDOCS	
Registration Number:	5604226	SEAMLESS SOLUTIONS	
Registration Number:	5364852	SEAMLESSGOV	
Registration Number:	5204797	GOVRM	
Registration Number:	5204798	GRM	
Registration Number:	5122881	GOVERNMENT IS BEAUTIFUL	
Registration Number:	5736882	GOVOS	
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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	10/02/2020		

CH \$190.00 5364845

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 2, 2020 (this “**Trademark Security Agreement**”), is made by the signatory hereto (the “**Grantor**”) in favor of BMO Harris Bank N.A., in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain Credit Agreement, dated as of January 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Kofile, Inc., a Texas corporation (the “**Company**”, and after the Borrower Assumption, the “**Borrower**”), the Lenders party thereto from time to time and the Agent.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of January 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantor, the other Domestic Loan Parties party thereto and Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademark registrations and applications for Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed (manually or by facsimile, digital or electronic signature) in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of a copy of any executed counterpart or counterpart signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”, “TIFF” or other image file) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to

deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

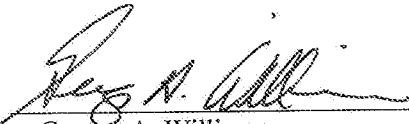
SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

BIZODO, INC.

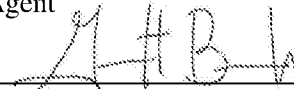
By: 
Name: George A. Williams
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007067 FRAME: 0568

AGREED AND ACCEPTED
as of the date first written above:

BMO HARRIS BANK, N.A.,
as Agent

By:  _____
Name: Garrett Basch
Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

Trademark	Reg. No.	Reg. Date	Status	Record Owner
SEAMLESSDOCS	5364845	12/26/17	Registered	BIZODO, INC.
SEAMLESS SOLUTIONS	5604226	11/13/18	Registered	BIZODO, INC.
SEAMLESSGOV	5364852	12/26/17	Registered	BIZODO, INC.
GOVRM	5204797	5/16/17	Registered	BIZODO, INC.
GRM	5204798	5/16/17	Registered	BIZODO, INC.
GOVERNMENT IS BEAUTIFUL	5122881	1/17/17	Registered	BIZODO, INC.
GOVOS	5736882	12/26/17	Registered	SEAMLESSDOCS INC ¹

¹ To be assigned to Bizodo, Inc. with the United States Patent and Trademark Office on or about the date hereof.