TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Legacy.com, Inc.		08/11/2021	Corporation:

RECEIVING PARTY DATA

Name:	Deanwood TMT I, L.P.
Street Address:	C/O Pamplona Capital Management
Internal Address:	667 Madison Ave., 22ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10065
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4780769	LEGACY
Registration Number:	4905954	LEGACY
Registration Number:	4722543	LEGACY MEMORIAL WEBSITES
Registration Number:	3328994	OBIT FINDER
Registration Number:	4021896	OBITMESSENGER
Registration Number:	3971162	OBITTAKER
Registration Number:	3722162	OBITNETWORK
Registration Number:	5594642	OBITWRITER
Registration Number:	5450401	OBITWRITER
Registration Number:	3750828	TRIBUTES.COM
Registration Number:	3784817	TRIBUTES.COM
Registration Number:	3417162	GADZOO.COM THE WORLD OF PETS UNLEASHED
Registration Number:	3416961	GADZOO
Registration Number:	3331204	MOVING TRIBUTES
Registration Number:	2556944	LEGACY.COM
Registration Number:	2541369	WHERE LIFE STORIES LIVE ON

CH $415.00 4780769

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.

Email: DBBosworth@mintz.com

Correspondent Name: DANIEL BOSWORTH

Address Line 1: 666 THIRD AVENUE

Address Line 2: MINTZ

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	056812-002
NAME OF SUBMITTER:	robert sweeney
SIGNATURE:	/robert sweeney/
DATE SIGNED:	08/11/2021

Total Attachments: 6

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Execution Version

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of August 11, 2021, by Legacy.com, Inc., a Delaware corporation ("**Legacy**"), iPublish Media Solutions, LLC, a Massachusetts limited liability company ("**iPublish**"), Directors Advantage, Inc., a North Carolina corporation ("**Directors Advantage**"), and Adpay, Inc., a Delaware corporation ("**Adpay**," together with Legacy, iPublish and Directors Advantage, each a "**Grantor**" and collectively, the "**Grantors**"), in favor of Deanwood TMT I, L.P., in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**"):

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of August 11, 2021, by and among L.COM Holding, Inc., a Delaware corporation ("**Holdings**"), the Grantors and the other Borrowers hereto from time to time (together with the Grantors, each a "**Borrower**" and collectively the "**Borrowers**"), the financial institutions party thereto from time to time (collectively, the "**Lenders**"), and Grantee, as Agent for all of the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the "**Loans**").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of August 11, 2021, by and among Grantee, the Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), the Grantors have granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of each Grantor, including all right, title and interest of the each Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantors agree with Grantee as follows:

1. Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to the Grantors are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor hereby grants

to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in each Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantors' "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is 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 Page Follows]

IN WITNESS WHEREOF, the Grantors have duly executed this Agreement as of the date first written above.

LEGACY.COM, INC.,
a Delaware corporation

IPUBLISH MEDIA SOLUTIONS, LLC a Massachusetts limited liability company

DIRECTORS ADVANTAGE, INC. a North Carolina corporation

ADPAY, INC., a Delaware corporation

By:_____
Name: Michael Medema
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Agreed and accepted as of
the date first written above:

DEANWOOD TMT I, L.P.,
as Agent and a Lender

By: Deanwood TMT Advisors I, LLC
Its general partner

By: Justin Perreault
Name: Justin Perreault
Title: Manager

[Signature Page to Trademark Security Agreement]

SCHEDULE A

Trademark Registrations

I. Legacy.com, Inc.

Trademark	Application Number	Application Date	Registration Number	Registration Date
LEGACY	86437063	10/28/14	4780769	7/28/15
LEGACY	86437068	10/28/14	4905954	2/23/16
LEGACY MEMORIAL WEBSITES	86281810	5/15/14	4722543	4/21/15
OBIT FINDER	77167127	5/1/07	3328994	11/6/07
OBITMESSENGER	85184512	11/24/10	4021896	9/6/11
OBITTAKER	77774634	7/6/09	3971162	5/31/11
OBITNETWORK	77737882	5/15/09	3722162	12/8/09
OBITWRITER	87811439	2/26/18	5594642	10/30/18
OBITWRITER	87539850	7/24/17	5450401	4/17/18
TRIBUTES.COM	77464377	5/2/08	3750828	2/16/10
TRIBUTES.COM	77978566	5/2/08	3784817	5/4/10
GADZOO.COM THE WORLD OF PETS UNLEASHED	77176413	5/9/07	3417162	4/29/08
OBIT FINDER	77167127	4/27/07	3328994	11/6/07
GADZOO	77110872	2/19/07	3416961	4/29/08
MOVING TRIBUTES	78662896	7/1/05	3331204	11/6/07
LEGACY.COM	75892480	1/7/00	2556944	4/2/02
WHERE LIFE STORIES LIVE ON	75892481	1/7/00	2541369	2/19/02

II. iPublish Media Solutions, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
IPUBLISH	87144014	8/19/16	5299332	10/3/17	Registered	iPublish Media Solutions, LLC

III. Directors Advantage, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date
AFTERCARE-BY-TEXT	88216299	12/4/18	5905517	11/5/19

Mark	Application No.	Application Date	Registration No.	Registration Date
THE AFTERCARE CARD PROGRAM	87852063	3/27/18	5682375	2/19/19
FOLLOW UP. BUILD LOYALTY	87756741	1/16/18	5549921	8/28/18

IV. Adpay, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date
ADPAY	78505625	10/25/04	3087275	5/2/06