

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Team Subject Matter LLC		02/11/2022	Limited Liability Company: DELAWARE
Home Front Communications, LLC		02/11/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5200606	SUBJECT MATTER	
Registration Number:	4363524	HOME FRONT	
Registration Number:	4326620	HOME FRONT COMMUNICATIONS	
Registration Number:	2480444	HOME FRONT COMMUNICATIONS	
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:	800-666-5597		
Email:	Thomas.sorenson@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	555 Capital Mall		
Address Line 2:	Suite 1150		
Address Line 4:	Sacramento, CALIFORNIA 95814		
NAME OF SUBMITTER:	John Kline		
SIGNATURE:	/John Kline/		
DATE SIGNED:	02/14/2022		

OP \$115.00 5200606

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, (“Capital One”) as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 11, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Capital One, as Administrative Agent for the Lenders and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor, pursuant to a Guaranty and Security Agreement, dated as of February 11, 2022, in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

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

Section 5. Counterparts. This Trademark 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 Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TEAM SUBJECT MATTER LLC,

as a Grantor

By: Team Subject Matter Intermediate Holdings
LLC, its sole member

By: _____
Name: William Wynperle
Title: President and Treasurer

DocuSigned by:

William Wynperle

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HOME FRONT COMMUNICATIONS, LLC,

as a Grantor

By: Team Subject Matter LLC, its sole member

By: _____
Name: William Wynperle
Title: President and Treasurer

DocuSigned by:

William Wynperle

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ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: *Nirmal Bivek*
Name: Nirmal Bivek
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Grantor	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
Team Subject Matter LLC	SUBJECT MATTER	86682504	July 2, 2015	5200606	May 9, 2017
Home Front Communications, LLC	HOME FRONT	85651644	June 14, 2012	4363524	July 9, 2013
Home Front Communications, LLC	HOME FRONT COMMUNICATIONS	85410907	August 30, 2011	4326620	April 30, 2013
Home Front Communications, LLC	HOME FRONT COMMUNICATIONS	75623128	January 20, 1999	2480444	August 21, 2001