

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DATAPRISE, LLC		03/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FREEPORT FINANCIAL PARTNERS LLC, AS AGENT		
Street Address:	200 S. WACKER DRIVE, SUITE 925		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5872709	BUSINESS OUTCOMES AS A SERVICE	
Registration Number:	5858992	BOAAS	
Registration Number:	5858911	BOAAS	
Registration Number:	4730089	PHONE-A-FRIEND	
Registration Number:	4730088	SMARTPORTAL	
Registration Number:	4730087	SMARTSURVEY2GO	
Registration Number:	4714782	SMARTSURVEY2GO	
Registration Number:	4730086	SMARTANALYSER	
Registration Number:	4730085	SMARTMESSENGER	
Registration Number:	4762767	INTERSECTING PEOPLE AND TECHNOLOGY	
Registration Number:	4762766	AIRNET GROUP	
Registration Number:	4762765	AIRNET	
Registration Number:	4635553	AIRNET	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergekohn.com		

OP \$340.00 5872709

Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7213.059

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 04/01/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2022, is made by the entity listed on the signature pages hereof (the "Grantor") in favor of Freeport Financial Partners LLC ("Freeport"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 20, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Dataprise Holdings, LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, the other Loan Parties, the Lenders and the L/C Issuer from time to time party thereto and Freeport, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to a Guaranty and Security Agreement dated as of December 20, 2019 in favor of Agent (as such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), 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 Lenders, the L/C Issuer and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with 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. 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 Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I 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 Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of 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. Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 Intellectual Property 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. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement 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 electronic transmission 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 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 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. 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 Illinois.

[Signature Pages Follow]

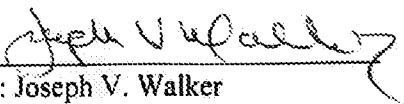
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DATAPRISE, LLC,
a Delaware limited liability company, as Grantor

By: 
Name: Stephen Lewis
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

FREEMPORT FINANCIAL PARTNERS LLC, as
Agent

By: 
Name: Joseph V. Walker
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE
BUSINESS OUTCOMES AS A SERVICE	88346812	Registered	5872709	10/01/19
BOAAS	88279203	Registered	5858992	09/10/19
BOAAS	88220725	Registered	5858911	09/10/19
PHONE-A-FRIEND	86190798	Registered	4730089	05/05/15
SMARTPORTAL	86190728	Registered	4730088	05/05/15
SMARTSURVEY2GO	86190640	Registered	4730087	05/05/15
SMARTSURVEY2GO	86190510	Registered	4714782	04/07/15
SMARTANALYSER	86190452	Registered	4730086	05/05/15
SMARTMESSENGER	86190411	Registered	4730085	05/05/15
INTERSECTING PEOPLE AND TECHNOLOGY	86077665	Registered	4762767	06/30/15
AIRNET GROUP	86077662	Registered	4762766	06/30/15
AIRNET	86077649	Registered	4762765	06/30/15
AIRNET	86077657	Registered	4635553	11/11/14

Intellectual Property Licenses

None.