

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM784464

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Three Colts Group, Inc.		02/01/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	STCM THREE COLTS FUNDING LLC		
<b>Street Address:</b>	4514 Cole Avenue, Suite 600		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75205		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97196998	THREECOLTS	
<b>Serial Number:</b>	97697394	REFUNDSNIPER	
<b>Serial Number:</b>	97697408	CHANNELREPLY	
<b>Registration Number:</b>	5426361	TACTICAL ARBITRAGE	
<b>Registration Number:</b>	5954556	FEEDBACKWHIZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124512222		
<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>			
<b>Phone:</b>	212.451.2300		
<b>Email:</b>	MLGTrademarks@olshanlaw.com		
<b>Correspondent Name:</b>	Olshan Frome Wolosky LLP		
<b>Address Line 1:</b>	1325 Avenue of the Americas		
<b>Address Line 2:</b>	Attn: Mary Grieco Lee		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	Mary Grieco Lee		
<b>SIGNATURE:</b>	/Mary Grieco Lee/		
<b>DATE SIGNED:</b>	02/03/2023		
<b>Total Attachments: 5</b>			

CH \$140.00 97196998

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source=Three Colts - USPTO Grant of Security Interest Trademarks#page5.tif

**GRANT OF SECURITY INTEREST  
FOR TRADEMARKS**

THIS GRANT OF SECURITY INTEREST (this “Grant”), effective as of February 1, 2023, is executed by and between **THREE COLTS GROUP INC.**, a Delaware corporation, **3CG BINDWISE LLC**, a Delaware limited liability company, **3CG CHANNELREPLY LLC**, a Delaware limited liability company, **3CG FEEDBACKWHIZ LLC**, a Delaware limited liability company, **3CG DIMETYD LLC**, a Delaware limited liability company, **3CG HOTSHIP LLC**, a Delaware limited liability company, **3CG ONSITE LLC**, a Delaware limited liability company, **3CG REFUND SNIPER LLC**, a Delaware limited liability company, **3CG SCANPOWER LLC**, a Delaware limited liability company, **3CG SCOUTIQ LLC**, a Delaware limited liability company, **3CG SELLERBENCH LLC**, a Delaware limited liability company, **3CG SELLERLOCKER LLC**, a Delaware limited liability company, **3CG SELLERRUNNING LLC**, a Delaware limited liability company, **3CG TACTICALARBITRAGE LLC**, a Delaware limited liability company, **OLD STREET MEDIA LLC**, a Delaware limited liability company, **SMART REPRICER LLC**, a Delaware limited liability company, **WEBTECH GREENHOUSE, INC.**, a New York corporation, and **THREECOLTS UK LTD**, a United Kingdom company (“Grantors”), in favor of **STCM THREE COLTS FUNDING LLC**, a Delaware limited liability company, as Agent (the “Secured Party”).

A. Pursuant to a Second Amended and Restated Loan and Security Agreement dated as of February 1, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Agreement”) among the Grantors and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantors have granted a security interest to the Secured Party as security for the Secured Obligations (as that term is defined in the Agreement).

B. The Grantors, shown on Schedule 1 annexed hereto as part hereof, have adopted, used, are using and/or are planning to use the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 (the “Trademarks”);

C. The Grantors wishes to confirm their grant to the Secured Party of a security interest in all right, title and interest of the Grantors in and to the Trademarks, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and all causes of action which may exist by reason of infringement of any of the Trademarks (collectively, the “Collateral”), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantors hereby further grant to the Secured Party a security interest in the Collateral to secure the full and prompt payment, performance and observance of the Secured Obligations.

2. The Grantors agree to perform, until all of the Secured Obligations have been paid in full, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantors’ expense, in obtaining and enforcing the Trademarks in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Grantors hereby irrevocably appoint the Secured Party as such Grantors’ attorney-in-fact, such appointment being coupled with an interest, to execute and file any and all agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party’s security interest in the Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Grantors hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to,

those set forth in the Agreement. In the event that any provisions of this Grant are deemed to conflict with the Agreement, the provisions of the Agreement shall govern.

IN WITNESS WHEREOF, the Grantors and the Secured Party have caused this instrument to be executed as of the day and year first above written.

**GRANTORS:**

THREE COLTS GROUP INC.

DocuSigned by:  
By: Jonathan Yoda Yee  
Print Name: Jonathan Yoda Yee  
Title: CEO

3CG BINDWISE LLC

DocuSigned by:  
By: Jonathan Yoda Yee  
Print Name: Jonathan Yoda Yee  
Title: CEO

3CG CHANNELREPLY LLC

DocuSigned by:  
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Print Name: Jonathan Yoda Yee  
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Title: CEO

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Title: CEO

OLD STREET MEDIA LLC

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By: \_\_\_\_\_  
Print Name: Jonathan Yoda Yee  
Title: CEO

SMART REPRICER LLC

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By: \_\_\_\_\_  
Print Name: Jonathan Yoda Yee  
Title: CEO

WEBTECH GREENHOUSE, INC.

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*Jonathan Yoda Yee*  
By: \_\_\_\_\_  
Print Name: Jonathan Yoda Yee  
Title: CEO

THREECOLTS UK LTD

DocuSigned by:  
*Jonathan Yoda Yee*  
By: \_\_\_\_\_  
Print Name: Jonathan Yoda Yee  
Title: CEO

**SECURED PARTY:**

STCM THREE COLTS FUNDING LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OLD STREET MEDIA LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SMART REPRICER LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WEBTECH GREENHOUSE, INC.

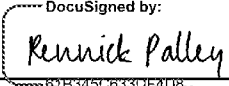
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THREECOLTS UK LTD

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTY:**

STCM THREE COLTS FUNDING LLC

By:  \_\_\_\_\_  
Print Name: Rennick Palley  
Title: Managing Member

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

**TRADEMARKS**

THREECOLTS

BINDWISE

FEEDBACKWHIZ

SELLERBENCH

TACTICAL ARBITRAGE

REFUNDSNIPER

SELLERRUNNING

CHANNELREPLY

**REGISTRATIONS/APPLICATIONS**

<b>Mark</b>	<b>Registration or Application Number</b>	<b>Owner</b>
THREECOLTS	97196998	Three Colts Group Inc.
RefundSniper	97697394	Three Colts Group Inc.
ChannelReply	97697408	Three Colts Group Inc.
Tactical Arbitrage	5426361	Three Colts Group, Inc.
FEEDBACK WHIZ	5954556	3GC FeedbackWhiz, LLC
SellerBench	5709687	Novel Central LLC
 SELLERRUNNING	97623153	Boleni LLC