

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3CG SELLERBENCH, LLC		02/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	STCM THREE COLTS FUNDING LLC		
Street Address:	4514 Cole Avenue, Suite 600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75205		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5709687	SELLERBENCH	
Serial Number:	97623153	SELLER RUNNING	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	212.451.2300		
Email:	MLGTrademarks@olshanlaw.com		
Correspondent Name:	Olshan Frome Wolosky LLP		
Address Line 1:	1325 Avenue of the Americas		
Address Line 2:	Attn: Mary Grieco Lee		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Mary Grieco Lee		
SIGNATURE:	/Mary Grieco Lee/		
DATE SIGNED:	02/03/2023		
Total Attachments: 5			
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**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:
By: Jonathan Yoda Yee
Print Name: Jonathan Yoda Yee
Title: CEO

3CG DIMETYD LLC

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Title: CEO

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SMART REPRICER LLC

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By: _____
Print Name: Jonathan Yoda Yee
Title: CEO

WEBTECH GREENHOUSE, INC.

DocuSigned by:
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.

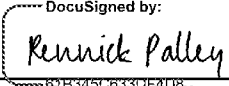
By: _____
Print Name: _____
Title: _____

THREECOLTS UK LTD

By: _____
Print Name: _____
Title: _____

SECURED PARTY:

STCM THREE COLTS FUNDING LLC

DocuSigned by:

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

Mark	Registration or Application Number	Owner
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