

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
e.Republic, LLC		12/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Avante Capital Partners SBIC III, L.P.		
Street Address:	11150 Santa Monica Boulevard		
Internal Address:	Suite 1470		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97558513	GOVERNING	
Serial Number:	97558473	GOVERNMENT TECHNOLOGY	
Serial Number:	97558515	GOVERNING THE FUTURE OF STATES AND LOCAL	
Serial Number:	97558468	E.REPUBLIC	
Serial Number:	97558466	E.REPUBLIC	
Serial Number:	97558475	GT	
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:	6172485000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2010272-0037		
NAME OF SUBMITTER:	Sara M. Bauer		

OP \$165.00 97558513

SIGNATURE:	/sara bauer/
DATE SIGNED:	02/17/2023
Total Attachments: 4 source=09. Avante - e.Republic - Trademark Security Agreement (Executed)#page1.tif source=09. Avante - e.Republic - Trademark Security Agreement (Executed)#page2.tif source=09. Avante - e.Republic - Trademark Security Agreement (Executed)#page3.tif source=09. Avante - e.Republic - Trademark Security Agreement (Executed)#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of December, 2022 by E.REPUBLIC, LLC, a Delaware limited liability company ("Grantor"), in favor of AVANTE CAPITAL PARTNERS SBIC III, L.P., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of December 15, 2022, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in 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:

(i) each Trademark and application for Trademark listed on Schedule 1 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 Trademark; and

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

[Signature pages follow]

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

E.REPUBLIC, LLC

By: 
Name: Cathilea Robinett
Title: Chief Executive Officer and President

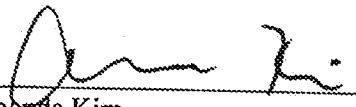
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007974 FRAME: 0716

Agreed and Accepted
As of the date first written above

**AVANTE CAPITAL PARTNERS
SBIC III, L.P., as Agent**

By: **AVANTE CAPITAL PARTNERS SBIC
GP III, LLC, its general partner**




By: 
Name: Amanda Kim
Title: Authorized Signatory

SCHEDULE 1

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
GOVERNING	97558513	08/22/2022
GOVERNMENT TECHNOLOGY	97558473	08/22/2022
	97558515	08/22/2022
	97558468	08/22/2022
E.REPUBLIC	97558466	08/22/2022
	97558475	08/22/2022