

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as resigning Collateral Agent		06/21/2023	Aktiengesellschaft (Ag): SWITZERLAND
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as successor Collateral Agent		
Street Address:	155 Wellington Street West, 8th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 3K7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2636564		
Registration Number:	2811000	CUSTOMERLINK	
Registration Number:	4254974	DEMANDFORCE	
Registration Number:	4569636	DEMANDFORCE. FOR GREAT BUSINESS.	
Registration Number:	3683973	FULL SLATE	
Registration Number:	3046867	GROWTH. ON DEMAND.	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos, Esq.		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	22946.00058		
NAME OF SUBMITTER:	Javier J. Ramos		

CH \$165.00 2636564

SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	06/26/2023
Total Attachments: 5 source=15. Internet Brands - Assignment and Assumption of Trademark Security Agreement (First Lien) [Executed]#page1.tif source=15. Internet Brands - Assignment and Assumption of Trademark Security Agreement (First Lien) [Executed]#page2.tif source=15. Internet Brands - Assignment and Assumption of Trademark Security Agreement (First Lien) [Executed]#page3.tif source=15. Internet Brands - Assignment and Assumption of Trademark Security Agreement (First Lien) [Executed]#page4.tif source=15. Internet Brands - Assignment and Assumption of Trademark Security Agreement (First Lien) [Executed]#page5.tif	

Assignment and Assumption of First Lien Trademark Security Agreement

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this “Assignment and Assumption”), effective as of June 21, 2023 (the “Effective Date”), is made by Credit Suisse AG, Cayman Islands Branch having an address of Eleven Madison Avenue, New York, NY 10010 as resigning Collateral Agent, as assignor (the “Assignor”), and Royal Bank of Canada, having an address of 155 Wellington Street West, 8th Floor, Toronto, Ontario M5V 3K7, as successor Collateral Agent, as assignee (the “Assignee”).

WHEREAS, DemandForce, Inc., a California corporation (the “Grantor”), and the Assignor entered into (i) that certain Grant of Security Interest in Trademark Rights, dated as of March 11, 2016 (the “Trademark Security Agreement”),¹, pursuant to that certain First Lien Security Agreement, dated as of July 8, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), in favor of the Assignor, and (ii) that certain First Lien Credit Agreement, dated as of July 8, 2014 (as supplemented by that certain Joinder Agreement dated as of June 5, 2015, as amended by that certain Amendment No. 1 to First Lien Credit Agreement, dated as of March 8, 2017, as amended by that certain Amendment No. 2 to First Lien Credit Agreement, dated as of September 15, 2017, as supplemented by that certain 2018 March Joinder Agreement, dated as of March 20, 2018, as supplemented and amended by that certain 2020 June Joinder Agreement and Extension Amendment, dated as of June 18, 2020, as supplemented by that certain 2020 November Joinder Agreement, dated as of November 18, 2020, as supplemented by that certain 2021 February Joinder Agreement, dated as of February 23, 2021, as supplemented by that certain 2021 November Joinder Agreement, dated as of November 30, 2021, as supplemented and amended by that certain Incremental Revolving Joinder Agreement and Extension Amendment, dated as of November 30, 2021, as amended by that certain Amendment No. 3 to First Lien Credit Agreement, dated as of August 25, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), by and among, among others, the Borrowers, the Parents, the Assignor, as administrative agent and collateral agent, and the Lenders party thereto from time to time, pursuant to which the Assignor received from the Grantor a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Collateral (as defined in the Trademark Security Agreement), including, but not limited to, the Trademarks set forth on Schedule A attached hereto and made a part hereof and the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; and

WHEREAS, pursuant to that certain Resignation, Waiver, Amendment and Appointment Agreement, dated as of the date hereof, by and among the Assignor, as resigning agent, the Assignee, as succeeding agent, and the other parties party thereto (the “Instrument”), the Assignor has irrevocably assigned to the Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents, including the Trademark Security Agreement.

¹ NTD: The USPTO’s database does not contain evidence of recordation of this TSA. Propose to execute, but not file, this Assignment and Assumption and separately execute and file a supplemental grant in favor of the Successor Agent in order to record the security interest in the scheduled trademarks, to the extent they are still current/live (the USPTO’s records indicate that registration nos. 2636564 and 4569636 are dead/cancelled).

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the First Lien Trademark Security Agreement, the Security Agreement and the Credit Agreement.
2. The Assignor hereby, pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to the Assignee all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to the Assignee for recordation at the United States Patent and Trademark Office (the "USPTO"). The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.
4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The execution and delivery of this Assignment and Assumption shall be deemed to include electronic signatures on electronic platforms approved by the parties hereto, which shall be of the same legal effect, validity or enforceability as delivery of a manually executed signature, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that upon the request of any party hereto, such electronic signature shall be promptly followed by the original thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH



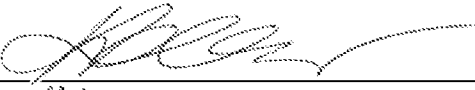
By: _____
Name: D. Andrew Maletta
Title: Authorized Signatory



By: _____
Name: Nawshaer Safi
Title: Authorized Signatory

Accepted:


ROYAL BANK OF CANADA

By:  _____

Name: **Heiena Sadowski**
Title: **Manager, Agency**

Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Demandforce, Inc.		2,636,564	
Demandforce, Inc.		2,811,000	CUSTOMERLINK
Demandforce, Inc.		4,254,974	DEMANDFORCE
Demandforce, Inc.		4,569,636	DEMANDFORCE. FOR GREAT BUSINESS.
Demandforce, Inc.		3,683,973	FULL SLATE
Demandforce, Inc.		3,046,867	GROWTH. ON DEMAND.