

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365164

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERTICALSCOPE INC.		10/21/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3665631	ARCHERYTALK	
Registration Number:	3649026	AUTOFORUMS	
Registration Number:	3649027	AUTOFORUMS.COM	
Registration Number:	2840139	AVS FORUM	
Registration Number:	4578666	GT-R LIFE	
Registration Number:	2903449	HOBBYTALK	
Registration Number:	3897364	MAUTOFIED	
Registration Number:	2437277	MOTHERING	
Registration Number:	4395203	PAINTBALL NATION	
Registration Number:	4375394	PBNATION	
Registration Number:	3840111	PIRATE4X4.COM	
Registration Number:	2567954	SAILNET	
Registration Number:	3783489	TERRIFICPETS	
Registration Number:	4775173	THE TRUTH ABOUT CARS	
Registration Number:	2745706	VERTICALSCOPE	
Registration Number:	4138682	YELLOWBULLET.COM	
Serial Number:	86378716	RATEMDS DOCTORS YOU CAN TRUST	
Serial Number:	86378712	DOCTORS YOU CAN TRUST	
Serial Number:	86418303	RATEMDS	

CH \$540.00 3665631

Property Type	Number	Word Mark
Serial Number:	85961919	NAGTROC
Serial Number:	86211388	TTAC

CORRESPONDENCE DATA

Fax Number: 2129408800

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.

Phone: 212-940-6522

Email: christine.guthrie@kattenlaw.com

Correspondent Name: Christine Guthrie

Address Line 1: 575 Madison Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	387132.00047
NAME OF SUBMITTER:	Christine Guthrie
SIGNATURE:	/Christine Guthrie/
DATE SIGNED:	12/09/2015

Total Attachments: 7

source=TrademarkUS (2)#page1.tif
source=TrademarkUS (2)#page2.tif
source=TrademarkUS (2)#page3.tif
source=TrademarkUS (2)#page4.tif
source=TrademarkUS (2)#page5.tif
source=TrademarkUS (2)#page6.tif
source=TrademarkUS (2)#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of October 21, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Borrower, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses (except to the extent expressly prohibited by enforceable provisions under the applicable IP Licenses)

providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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. Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

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 the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 IP Licenses subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. 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.


Section 7. 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 Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

VERTICALSCOPE INC.
as Grantor

By: 
Name: Robert Laidlaw
Title: President

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: _____
Name:
Title:

[Signature Page of Trademark Security Agreement]

TRADEMARK
REEL: 005685 FRAME: 0223

IN WITNESS WHEREOF, each 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.

Very truly yours,

VERTICALSCOPE INC.
as Grantor


By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By:  _____

Name: Steve Heise

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005685 FRAME: 0224

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Jurisdiction	Registration Number	Record Owner
ARCHERYTALK	U.S.A.	3665631	VerticalScope Inc.
AUTOFORUMS	U.S.A.	3649026	VerticalScope Inc.
AUTOFORUMS.COM	U.S.A.	3649027	VerticalScope Inc.
AVS FORUM	U.S.A.	2840139	VerticalScope Inc.
GT-R LIFE	U.S.A.	4578666	VerticalScope Inc.
HOBBYTALK	U.S.A.	2903449	VerticalScope Inc.
MAUTOFIED	U.S.A.	3897364	Mautofied, Inc. ¹
MOTHERING	U.S.A.	2437277	VerticalScope Inc.
NAGTROC	U.S.A.	85961919	VerticalScope Inc.
PAINTBALL NATION	U.S.A.	4395203	VerticalScope Inc.
PBNATION	U.S.A.	4375394	VerticalScope Inc.
PIRATE4X4.COM	U.S.A.	3840111	VerticalScope Inc.
SAILNET	U.S.A.	2567954	MarineNet, Inc. ²
TERRIFICPETS	U.S.A.	3783489	Terrific Pets, Inc. ³
THE TRUTH ABOUT	U.S.A.	4775173	VerticalScope Inc.

¹ VerticalScope is currently the owner of the MAUTOFIED trademark pursuant to a Web Site Purchase Agreement, dated February 6, 2012, between VerticalScope and Mautofied Inc. VerticalScope is in the process of following up with the applicable seller to obtain an executed trademark for recording with the applicable Governmental Authority.

² VerticalScope is currently the owner of the SAILNET trademark pursuant to a Web Site Purchase Agreement, dated October 23, 2013, between VerticalScope and Marine.com LLC. VerticalScope is in the process of following up with the applicable seller to obtain an executed trademark assignment for recording with the applicable Governmental Authority.

³ VerticalScope is currently the owner of the TERRIFICPETS trademark pursuant to an Asset Purchase Agreement, dated December 19, 2011, between VerticalScope and TerrificPets.com, LLC and Assignment of Trademark Registration, dated December 19, 2011, between VerticalScope and Terrific Pets, Inc. TerrificPets.com is a classified pets website. Due to sensitivities that visitors and/or customers of VerticalScope's other pet-related websites may have to classified pets websites, VerticalScope has not publicly announced that it owns TerrificPets.com and does not intend to register the trademark assignment with the United States Patent and Trademark Office.

Trademark	Jurisdiction	Registration Number	Record Owner
CARS			
TTAC	U.S.A.	86211388	VerticalScope Inc.
VERTICALSCOPE	U.S.A.	2745706	VerticalScope Inc.
YELLOWBULLET.COM	U.S.A.	4138682	VerticalScope Inc.

2. TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Application Number	Record Owner
RateMDs & Design	U.S.A.	86378716	VerticalScope Inc.
RateMDS DOCTORS YOU CAN TRUST	U.S.A.	86378712	VerticalScope Inc.
RateMDs	U.S.A.	86418303	RateMDs Inc.

3. IP LICENSES

VerticalScope Inc. licenses its DTO (Drive Thru Online) vBulletin Products to customers (forum owners) who install such software on their forums. The following products are available:

URL
DTO Clubs for vB3
DTO Clubs for vB4
DTO Garage for vB3
DTO Garage Plus for vB3
DTO Garage Plus for vB4
DTO ShowCase for vB3
DTO Thread Move for vB3
DTO Vendor Tools for vB3
DTO Vendor Tools for vB4