

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERITDIRECT LLC		02/17/2017	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	THE PRIVATEBANK AND TRUST COMPANY		
Street Address:	120 S LASALLE ST		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2996491		
Registration Number:	2761656	DOVETAIL	
Registration Number:	4715974	MERITDIRECT	
Registration Number:	4715982	MERITDIRECT HIGHER GROUND	
Registration Number:	4716515	MERITBASE	
Registration Number:	4716516	MERITDIRECT MERITBASE	
Registration Number:	4716518	MERITMATCH	
Registration Number:	4716519	MERITDIRECT MERITMATCH	
Registration Number:	4723870	OMNICHANNELBASE	
Registration Number:	4723871	OMNI CHANNELBASE	
Registration Number:	4723872	MERITDIRECT PINNACLE	
Registration Number:	4811325	XACTMAILBASE	
Registration Number:	4793492	XACT MAILBASE	
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:	312-327-1050		
Email:	skomonytsky@skcounsel.com		
TRADEMARK			

OP \$340.00 2996491

Correspondent Name: Stephen Komonytsky, Esq.
Address Line 1: 150 S Wacker Dr., Ste 2900
Address Line 2: Scott & Kraus, LLC
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 3309.258

NAME OF SUBMITTER: Stephen A. Komonytsky

SIGNATURE: /Stephen A. Komonytsky/

DATE SIGNED: 02/17/2017

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 17, 2017, is entered into by MERITDIRECT LLC, a Connecticut limited liability company ("Grantor"), and THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation (the "Bank").

RECITALS

A. Grantor has entered into a Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and between Grantor and the Bank, pursuant to which the Bank has agreed to make loans to Grantor and pursuant to which certain obligations owed to the Bank are secured.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in the Collateral, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses (excluding software licenses), copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement and to secure the payment and performance of the Obligations, including without limitation the Notes, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each domain name and trademark license, including, without limitation, each domain name and trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");
- (7) each copyright, copyright application and trade name, including, without limitation, each registered copyright, copyright application and trade name referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (8) each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;
- (9) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any copyright or trade name, including, without limitation, any registered copyright or trade name referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the "Copyright Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and the Other Agreements and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral, Patent Collateral and Copyright Collateral made and granted hereby are more fully set forth in the Loan Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MERITDIRECT LLC, a Connecticut
limited liability company

By: _____
Name: _____
Its: _____

Acknowledged:

**THE PRIVATEBANK AND TRUST
COMPANY**, an Illinois banking
corporation

By: MLH
Name: Kevin M. Harrington
Its: Commercial Lending OFFICER

SCHEDULE 1

Trademarks, Trademark Applications, Trademark Licenses, and Domains¹

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
MeritDirect LLC	Dovetail icon/symbol	9/20/2005	2996491
MeritDirect LLC	Dovetail	9/9/2003	2761656
MeritDirect LLC	Meritdirect	4/7/2015	4715974
MeritDirect LLC	Meritdirect Higher Ground	4/7/2015	4715982
MeritDirect LLC	Meritbase	4/7/2015	4716515
MeritDirect LLC	Meritdirect Meritbase	4/7/2015	4716516
MeritDirect LLC	Meritmatch	4/7/2015	4716518
MeritDirect LLC	Meritdirect Meritmatch	4/7/2015	4716519
MeritDirect LLC	Omnichannelbase	4/21/2015	4723870
MeritDirect LLC	Omni Channelbase	4/21/2015	4723871
MeritDirect LLC	Meritdirect Pinnacle	4/21/2015	4723872
MeritDirect LLC	Xactmailbase	9/15/2015	4811325
MeritDirect LLC	Xact Mailbase	8/18/2015	4793492

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
N/A			

TRADEMARK LICENSES

Trademark	Name of Agreement	Date of Agreement	Parties to Agreement
N/A			

¹ This does not include foreign trademark registrations or applications, if any.

OWNED INTERNET DOMAIN NAMES/URLS*

Owner	Domain Name/URL

*This does not include foreign internet domain names, if any.

HOSTED INTERNET DOMAIN NAMES/URLS (NOT OWNED)

Owner	Domain Name/URL

SCHEDULE 2

Patents, Patent Applications and Patent Licenses²

PATENTS

Name of Grantor	Patent Description	Patent Number	Issue Date
N/A			

PATENT APPLICATIONS

Name of Grantor	Patent Application	Application Filing Date	Application Serial Number
N/A			

PATENT LICENSES

Patent Number	Name of Agreement	Date of Agreement	Parties to Agreement
N/A			

² This does not include foreign patent registrations or applications, if any.

SCHEDULE 3

COPYRIGHTS

Name of Grantor	Copyright	Registration Date	Registration Number
N/A			

COPYRIGHT APPLICATIONS

Name of Grantor	Copyright Application	Application Filing Date	Application Serial Number
N/A			

TRADE NAMES

Trade Name	Registration Jurisdiction	Registration or First Use Date