

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CROSSMARK, INC.		12/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	222 Broadway, 14th Floor		
Internal Address:	Mail Code: NY3-222-14-03 Attn: Paley Chen		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4696876	AFINITI	
Registration Number:	4961486	AXIS	
Registration Number:	4527867	BRANDMASTERS	
Registration Number:	4527861	BRANDMASTERS	
Registration Number:	4997029	MYAFINITI	
Registration Number:	4488019	OSA NOW	
Registration Number:	5079902	PROGRAMMATIC EXPERIENTIAL	
Registration Number:	5509530	SERVING BRANDS BY ENGAGING SHOPPERS	
Registration Number:	4876070	SMARTER WAY. FASTER GROWTH.	
Registration Number:	5191846	THOUGHT TO BOUGHT	
Serial Number:	87442516	SERVING BRANDS. ENGAGING SHOPPERS.	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-7149		
Email:	agott@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	ANGELA R. GOTT		
Address Line 1:	901 LAKESIDE AVENUE		

TRADEMARK

Address Line 2: JONES DAY
Address Line 4: CLEVELAND, OHIO 44114-1190

ATTORNEY DOCKET NUMBER: 098339-600001

NAME OF SUBMITTER: ANGELA R. GOTT

SIGNATURE: /ANGELA R. GOTT/

DATE SIGNED: 01/23/2019

Total Attachments: 6

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ADDENDUM TO TRADEMARK SECURITY AGREEMENT (this "*Addendum*"), dated as of December 31, 2018, among, CROSSMARK, INC., a Delaware corporation (the "*Grantor*"), in favor of Bank of America, N.A., as administrative agent (in such capacity, the "*Administrative Agent*").

RECITALS

WHEREAS, Reference is made to (a) the Credit Agreement dated as of December 21, 2012 (as amended by (i) the Omnibus Amendment dated as of February 7, 2013, (ii) the First Lien Incremental Term Facility Amendment, dated as of August 31, 2013, (iii) Amendment No. 2, dated as of December 28, 2016 and (iv) Omnibus Amendment No. 3 dated as of the date hereof, and as otherwise amended, restated, supplemented or modified from time to time, the "*Credit Agreement*"), among WP HORIZON HOLDINGS LLC, ("*Holdings*"), CROSSMARK HOLDINGS, INC. (the "*Borrower*"), the lenders from time to time party thereto (the "*Lenders*") and the Administrative Agent, and (b) the Collateral Agreement dated as of December 21, 2012 (as amended by the Omnibus Amendment No. 3 dated as of the date hereof and as otherwise amended, supplemented or modified from time to time, the "*Collateral Agreement*"), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent. Certain of the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement and the Collateral Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Addendum in order to induce certain of the Lenders to make additional Loans and as consideration for Loans previously made and Letters of Credit previously issued.

WHEREAS, pursuant to and in order to secure their obligations under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), the Grantor executed and delivered to the Administrative Agent that certain Trademark Security Agreement dated December 21, 2012 (as amended, supplemented, restated or otherwise modified from time to time, the "*Original Trademark Security Agreement*") recorded in the United States Patent and Trademark Office at Reel/Frame 4928/0811, under which, among other things, the Grantor granted the Administrative Agent a continuing security interest in the Trademark Collateral (as defined in the Original Trademark Security Agreement), as in existence as of such date, to secure all Secured Obligations;

WHEREAS, since the date of the Original Trademark Security Agreement, the Grantor has acquired, created or otherwise come into possession of Additional Trademark Collateral (as defined below);

WHEREAS, under the terms of the Credit Agreement, the Grantor is required to grant the Administrative Agent a security interest in all of the Additional Trademark Collateral to secure all Loan Document Obligations; and the Grantor now desires to grant the Administrative Agent the required security interest in the Additional Trademark Collateral and the Administrative Agent desires to accept the grant of such security interest all in accordance with the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Addendum, including its preamble and recitals, have the meanings provided in the Original Trademark Security Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “*Security Interest*”) in all of such Grantor’s right, title and interest in, to and under the newly acquired, created and/or possessed Trademark Collateral listed on Schedule I attached hereto (the “*Additional Trademark Collateral*”) and the Administrative Agent hereby accepts such security interest for the benefit of each Security Party. This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent to use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent to use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

Section 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement and the Original Trademark Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Secured Parties with respect to the Additional Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. The Collateral Agreement and the Original Trademark Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party under each such document) shall remain in full force and effect in accordance with their respective terms. In the event of any conflict between the terms of this Addendum and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Section 4. Termination. Subject to the terms and conditions of the Collateral Agreement and the Credit Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Additional Trademark Collateral under this Addendum.

Section 5. Loan Document. This Addendum is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

Section 6. Counterparts. This Addendum may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Addendum by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Addendum.

Section 7. Governing Law. This Addendum shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be duly executed and delivered as of the date first above written.

CROSSMARK, INC.,
as Grantor

By: 


Name: Johnette Oden Brunson

Title: Secretary and Authorized Signatory



[Signature Page to Addendum to Trademark Security Agreement]

TRADEMARK
REEL: 006533 FRAME: 0315

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Paley Chen
Title: Vice President

SCHEDULE I

Trademark	Application No.	Filing Date	Reg. No.	Reg. Date	Status
AFINITI and Design 	86103930	10/29/13	4696876	3/3/15	Registered
AXIS	86612604	4/28/15	4961486	5/17/16	Registered
BRANDMASTERS	85838969	2/1/13	4527867	5/13/14	Registered
BRANDMASTERS and Design 	85835724	1/29/13	4527861	5/13/14	Registered
MYAFINITI	86814948	11/10/15	4997029	7/12/16	Registered
OSA NOW	86004188	7/8/13	4488019	2/25/14	Registered
PROGRAMMATIC EXPERIENTIAL	86848858	12/14/15	5079902	11/8/16	Registered
SERVING BRANDS BY ENGAGING SHOPPERS	87409133	4/12/17	5509530	7/3/18	Registered
SMARTER WAY. FASTER GROWTH.	86639703	5/22/15	4876070	12/22/15	Registered
THOUGHT TO BOUGHT	86639025	5/22/15	5191846	4/25/17	Registered
SERVING BRANDS. ENGAGING SHOPPERS.	87442516	5/9/17			Pending