

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525411

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MERITDIRECT LLC		05/23/2019	Limited Liability Company: CONNECTICUT
MERITDIRECT HOLDINGS, INC.		05/23/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PENNANTPARK LOAN AGENCY SERVICING, LLC, AS ADMINISTRATIVE AGENT
Street Address:	590 Madison Avenue, 15th Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2996491	
Registration Number:	2761656	DOVETAIL
Registration Number:	4715982	MERITDIRECT HIGHER GROUND
Registration Number:	4716519	MERITDIRECT MERITMATCH
Registration Number:	4716515	MERITBASE
Registration Number:	4715974	MERITDIRECT
Registration Number:	4716516	MERITDIRECT MERITBASE
Registration Number:	4723872	MERITDIRECT PINNACLE
Registration Number:	4716518	MERITMATCH
Registration Number:	4723871	OMNI CHANNELBASE
Registration Number:	4723870	OMNICHANNELBASE
Registration Number:	4793492	XACT MAILBASE
Registration Number:	4811325	XACTMAILBASE

CORRESPONDENCE DATA

Fax Number: 6178568201

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-856-8200
Email: ip@brownrudnick.com
Correspondent Name: BROWN RUDNICK LLP
Address Line 1: ONE FINANCIAL CENTER
Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	028228.0030
NAME OF SUBMITTER:	Mark S. Leonardo
SIGNATURE:	/MARK S. LEONARDO/
DATE SIGNED:	05/29/2019

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of May 23, 2019, by MERITDIRECT LLC, a Connecticut limited liability company (“**Borrower**”) and MERITDIRECT HOLDINGS, INC., a Delaware corporation (“**Holdings**”; and, together with Borrower, each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of **PENNANTPARK LOAN AGENCY SERVICING, LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

W I T N E S S E T H:

WHEREAS, Grantee, Borrower, Holdings, the other Grantors from time to time party thereto and the Lenders from time to time party thereto are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extensions of credit to be made to the Borrower by the Lenders; and

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Security and Pledge Agreement**”), among the Grantors and Grantee and certain other Security Documents now and/or hereafter executed by each Grantor in favor of Grantee, each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in and lien on substantially all of the assets of each Grantor including, among other things, all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired: (i) all United States federal trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed and accepted with respect to such applications), in the United States Patent and Trademark Office (the “**USPTO**”) and (ii) all renewals thereof ((i) and (ii), collectively, “**Trademarks**”), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the “**Trademark Licenses**”), and (iv) all products and proceeds thereof, to secure the payment and performance in full of all Obligations owing under the Financing Documents (in each case, other than Excluded Collateral (as defined in the Security and Pledge Agreement));

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, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement, the Security and Pledge Agreement and the other Security Documents 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 Security and Pledge Agreement or Credit Agreement, as applicable.

2. Grant of Security Interests. To secure the payment and performance in full of the Obligations, and without limiting any other grant of any security interest or lien in any assets of each Grantor provided for or created under any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, a continuing security interest in and lien on, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following (all of the following items or types of property (excluding all Excluded Collateral) being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or owned, acquired, or arising hereafter:

(i) the Trademarks and Trademark Licenses, including each Trademark License and 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; excluding United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and

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

3. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that, in connection with the delivery by each Grantor of the Compliance Certificate required to be delivered by the Grantors under Section 4.1(d) of the Credit Agreement in connection with the financial statements of the Grantors and their affiliates, the Grantors shall (i) provide Grantee a listing of any new registered Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, “**New Trademarks**”) acquired during the fiscal quarter corresponding to such financial statement and (ii) upon the request of the Grantee, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which such Grantor shall grant and reconfirm the grant of a security interest in and lien on such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the USPTO.

4. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement, the Security and Pledge Agreement or any other Financing Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.

5. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

6. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

7. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

(Signature Pages Follow)

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first set forth above.

GRANTORS:

MERITDIRECT LLC

By: _____

Name: Rob Sanchez

Title: Chief Executive Officer

MERITDIRECT HOLDINGS, INC.

By: _____

Name: Ben McCown

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006655 FRAME: 0885

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first set forth above.

GRANTORS:

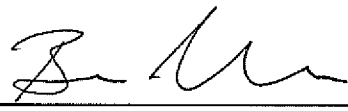
MERITDIRECT LLC

By: _____

Name: Rob Sanchez

Title: Chief Executive Officer

MERITDIRECT HOLDINGS, INC.

By:  _____


Name: Ben McCown

Title: Vice President

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

**PENNANTPARK LOAN AGENCY SERVICING,
LLC, as Administrative Agent**

By: 
Name: Arthur H. Penn
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006655 FRAME: 0887**

Schedule 1

Trademark Applications

Trademarks

Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Grantor
Design Only 	76567965	January 2, 2004	2996491	September 20, 2005	MeritDirect LLC
DOVETAIL	78071588	June 28, 2001	2761656	September 9, 2003	MeritDirect LLC
M MERITDIRECT HIGHER GROUND and Design 	86376404	August 25, 2014	4715982	April 7, 2015	MeritDirect LLC
M MERITDIRECT MERITMATCH and Design 	86429629	October 21, 2014	4716519	April 7, 2015	MeritDirect LLC
MERITBASE	86429408	October 21, 2014	4716515	April 7, 2015	MeritDirect LLC
MERITDIRECT	86376312	August 25, 2014	4715974	April 7, 2015	MeritDirect LLC
MERITDIRECT MERITBASE and Design 	86429470	October 21, 2014	4716516	April 7, 2015	MeritDirect LLC




Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Grantor
MERITDIRECT PINNACLE and Design 	86429754	October 21, 2014	4723872	April 21, 2015	MeritDirect LLC
MERITMATCH	86429518	October 21, 2014	4716518	April 7, 2015	MeritDirect LLC
OMNI CHANNELBASE and Design 	86429682	October 21, 2014	4723871	April 21, 2015	MeritDirect LLC
OMNICHANNELBASE	86429649	October 21, 2014	4723870	April 21, 2015	MeritDirect LLC
XACT MAILBASE (Stylized) 	86429821	October 21, 2014	4793492	August 18, 2015	MeritDirect LLC
XACTMAILBASE	86429795	October 21, 2014	4811325	September 15, 2015	MeritDirect LLC

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “**Supplement**”) made as of this __ day of _____, 20__ by MERITDIRECT LLC, a Connecticut limited liability company (“**Borrower**”) and MERITDIRECT HOLDINGS, INC., a Delaware corporation (“**Holdings**”; and, together with Borrower, each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of **PENNANTPARK LOAN AGENCY SERVICING, LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

W I T N E S S E T H:

WHEREAS, Grantee, Borrower, Holdings, and the other Grantors from time to time party thereto and the Lenders from time to time party thereto are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extensions of credit to be made to the Borrower by the Lenders;

WHEREAS, the Grantors and Grantee are parties to that certain Trademark Security Agreement dated as of May 23, 2019 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Agreement**”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement); and

WHEREAS, pursuant to the Trademark Agreement, the Grantors have agreed that in connection with the acquisition by a Grantor of any Trademarks issued or applied for with the USPTO since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the “**New Trademarks**”), the Grantors shall deliver to Grantee a Supplement to the Trademark Agreement in substantially the form of Exhibit A to such Trademark Agreement pursuant to which the applicable Grantor shall grant and reconfirm the grant by them of a security interest in and lien on all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

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, and with the foregoing background and recitals incorporated by reference, each Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of the Grantors provided for or created under the Security and Pledge Agreement or any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the

Security and Pledge Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in and lien on such Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including 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 all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

6. Financing Document. This Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signatures on Following Page]

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

**PENNANTPARK LOAN AGENCY SERVICING,
LLC, as Administrative Agent**

By: _____

Name:

Title:

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services