# CH \$1115.00 3274229

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM584353

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pango, Inc.		06/30/2020	Corporation:
Intersections Inc.		06/30/2020	Corporation:
IISI Insurance Services Inc.		06/30/2020	Corporation:
Isubscribed Inc.		06/30/2020	Corporation:

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.	
Street Address: 10 South Dearborn		
Internal Address: Floor L2, Suite 1L 1-1145		
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	National Banking Association: UNITED STATES	

### **PROPERTY NUMBERS Total: 44**

Property Type	Number	Word Mark
Registration Number:	3274229	ADVANTAGECARE PLUS
Registration Number:	4418790	BREACHREADINESS INTERSECTIONS BUSINESS S
Registration Number:	2675827	CREDITNOTIFY
Registration Number:	2379962	CREDITPROTECT
Registration Number:	3712121	CREDITPROTECTX3
Registration Number:	5383131	FAST CONNECT
Registration Number:	3244463	FINANCIAL INSIDER NETWORK
Registration Number:	5240541	I
Registration Number:	3832276	GOOD START
Registration Number:	4639302	I
Registration Number:	4853875	ID VAULT
Registration Number:	4361837	IDENTITY GUARD
Registration Number:	3548896	IDENTITY GUARD
Registration Number:	2689654	IDENTITY GUARD
Registration Number:	3297288	IDENTITY GUARD

TRADEMARK REEL: 006988 FRAME: 0916

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Property Type	Number	Word Mark
Registration Number:	3715697	IDENTITY GUARD
Registration Number:	5006411	IDENTITY GUARD ESSENTIALS
Registration Number:	3674490	IDTHEFT PROTECT
Registration Number:	2640186	INTERSECTIONS
Registration Number:	4423698	INTERSECTIONS INC.
Registration Number:	3226859	INTERSECTIONS INC.
Registration Number:	3224159	NOTIFY EXPRESS
Registration Number:	4641879	PETSTRENGTH
Registration Number:	4689200	PETSTRENGTH INSURANCE
Registration Number:	3370433	PHN PREFERRED HOME NETWORK
Registration Number:	3116268	PRIVACY ADVANTAGE
Registration Number:	4881926	PRIVACY ADVANTAGE
Registration Number:	5166761	PRIVACY NOW
Registration Number:	4717511	SAFECONNEX
Registration Number:	4039910	TOTAL PROTECTION
Registration Number:	4459830	UNPARALLELED EXPERIENCE. TRUSTED PROTECT
Registration Number:	4225414	ANCHORFREE
Serial Number:	88786107	BETTERNET
Serial Number:	88348617	FIRESHIELD
Serial Number:	88786118	HEXATECH
Registration Number:	5294805	HOTSPOT SHIELD
Serial Number:	88773446	PANGO
Serial Number:	88276722	ROBO SHIELD
Serial Number:	88320757	SPY SHIELD
Serial Number:	88786129	TOUCH VPN
Registration Number:	5620570	VPN 360
Serial Number:	88655855	
Registration Number:	5520723	
Registration Number:	5294807	

### **CORRESPONDENCE DATA**

Fax Number:

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: 212-728-8000
Email: IPDept@willkie.com
Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125180.5					
NAME OF SUBMITTER:	Spencer Simon					
SIGNATURE:	/Spencer Simon/					
DATE SIGNED:	07/02/2020					
Total Attachments: 7	Total Attachments: 7					
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### TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "<u>Agreement</u>"), dated as of June 30, 2020, among each subsidiary of the Borrower (defined below) party hereto (each a "<u>Grantor</u>", and collectively, the "<u>Grantors</u>") and JPMorgan Chase Bank, N.A., in its capacity as the administrative agent (the "<u>Administrative Agent</u>") for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of June 30, 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") among WC SACD Holdings, Inc., a Delaware corporation (the "Borrower"), each subsidiary of the Borrower party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of June 30, 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other parties from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "<u>Trademark Collateral</u>"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in

any State of the United States or any other country or any political subdivision thereof (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent to use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I hereto (the "Trademarks");

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. *Counterparts*. This Agreement 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 Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

PANGO, INC., INTERSECTIONS INC., IISI INSURANCE SERVICES INC., ISUBSCRIBED INC., as Grantors

Name: Hari Ravichandran

Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as the Administrative Agent

By:\_

Name: Ting Ting Liu

Title: Authorized Signatory

SCHEDULE I

## **Trademark Applications and Registrations**

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
iSubscribed			June 19,		
Inc.	INTRUSTA	88006349	2018		1
IISI	ADVANTACECADE				
Insurance Services Inc.	ADVANTAGECARE PLUS	78539252	28-Dec-04	3274229	7-Aug-07
Intersections	BREACHREADINESS INTERSECTIONS BUSINESS SERVICES				
Inc.	& Design	77783039	16-Jul-09	4418790	15-Oct-13
Intersections Inc.	CREDITNOTIFY	75662408	17-Mar-99	2675827	21-Jan-03
Intersections	GREDITION	73002400	17-Wai-33	2013021	21-0411-03
Inc.	CREDITPROTECT	75520573	17-Jul-98	2379962	22-Aug-00
Intersections Inc.	CREDITPROTECTX3	78928768	13-Jul-06	3712121	17-Nov-09
Intersections Inc.	FAST CONNECT	86464912	25-Nov-14	5383131	23-Jan-18
IISI Insurance Services Inc.	FINANCIAL INSIDER NETWORK	78890267	23-May-06	3244463	22-May-07
Intersections Inc.	Fish with I & Shield Design	87244143	21-Nov-16	5240541	11-Jul-17
Intersections Inc.	GOOD START	77086704	19-Jan-07	3832276	10-Aug-10
Intersections Inc.	I and Design	85875718	14-Mar-13	4639302	18-Nov-14
Intersections Inc.	ID VAULT	86403809	23-Sep-14	4853875	17-Nov-15
Intersections Inc.	IDENTITY GUARD	85340441	7-Jun-11	4361837	2-Jul-13
Intersections Inc.	IDENTITY GUARD	77230204	16-Jul-07	3548896	23-Dec-08
Intersections Inc.	IDENTITY GUARD	75828527	21-Oct-99	2689654	25-Feb-03
Intersections Inc.	IDENTITY GUARD	78700063	25-Aug-05	3297288	25-Sep-07
Intersections Inc.	IDENTITY GUARD	77106294	13-Feb-07	3715697	24-Nov-09
Intersections Inc.	IDENTITY GUARD ESSENTIALS	86804007	29-Oct-15	5006411	26-Jul-16
Intersections Inc.	IDTHEFT PROTECT	78601697	5-Apr-05	3674490	25-Aug-09
Intersections Inc.	INTERSECTIONS	75828335	21-Oct-99	2640186	22-Oct-02
Intersections Inc.	INTERSECTIONS INC.	85104259	10-Aug-10	4423698	29-Oct-13
Intersections Inc.	INTERSECTIONS INC. and Design	78722105	28-Sep-05	3226859	10-Apr-07
Intersections Inc.	NOTIFY EXPRESS	78712666	14-Sep-05	3224159	3-Apr-07
Insurance Services Inc.	PETSTRENGTH	85876366	14-Mar-13	4641879	18-Nov-14
IISI Insurance	PETSTRENGTH INSURANCE and	00070000	17 IVAL TO	7071073	10 1104 14
Services Inc.	Design	85876376	14-Mar-13	4689200	17-Feb-15
IISI Insurance	PHN PREFERRED HOME NETWORK and	78741939	27-Oct-05	3370433	15-Jan-08

<sup>&</sup>lt;sup>1</sup> This trademark is filed under an intent-to-use basis.

Owner	Trademark Name	APP NO	APP DATE	REG NO	REG DATE
Services Inc.	Design				
IISI					
Insurance	PRIVACY				
Services Inc.	ADVANTAGE	78539254	28-Dec-04	3116268	18-Jul-06
Intersections	PRIVACY				
Inc.	ADVANTAGE	85895458	4-Apr-13	4881926	05-Jan-16
Intersections					
Inc.	PRIVACY NOW	86291918	27-May-14	5166761	21-Mar-17
Intersections					
Inc.	SAFECONNEX	86136106	5-Dec-13	4717511	7-Apr-15
Intersections					
Inc.	TOTAL PROTECTION	77908047	8-Jan-10	4039910	11-Oct-11
	UNPARALLELED				
	EXPERIENCE.				
	TRUSTED				
	PROTECTION.				
Intersections	OUTSTANDING				
Inc.	SERVICE.	85679094	17-Jul-12	4459830	31-Dec-13

MoFo Ref.	Country	Mark	Application No.	Application Date	Registrati on No.	Register ed Date	Status	Class es	Owner
18446- 6004.000	United States of America	ANCHORFRE E	85/564,730	3/8/2012	4,225,414	10/16/201 2	Granted/ Registere d	35, 42	Pango Inc.
18446- 6005.000	United States of America	BETTERNET	86/666,317	6/18/2015	4,892,495	1/26/2016	Granted/ Registere d	38	Pango GmbH
18446- 6016.000	United States of America	BETTERNET	88/786,107	2/5/2020			Pending	09	Pango Inc.
18446- 6006.000	United States of America	FIRESHIELD	88/348,617	3/20/2019			Pending - Allowed	09, 38, 42	Pango Inc.
18446- 6017.000	United States of America	HEXATECH	88/786,118	2/5/2020			Pending	09	Pango Inc.
18446- 6007.000	United States of America	HOTSPOT SHIELD	87/320,440	2/1/2017	5,294,805	9/26/2017	Granted/ Registere d	09	Pango Inc.

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United States of America	PANGO	88/773,446	1/25/2020			Pending	09, 42	Pango Inc.
United States of America	ROBO SHIELD	88/276,722	1/25/2019			Pending - Allowed	09	Pango Inc.
United States of America	SPY SHIELD	88/320,757	2/28/2019			Pending - Allowed	09	Pango Inc.
United States of America	TOUCH VPN	88/786,129	2/5/2020			Pending	09	Pango Inc.
United States of America	VPN 360	87/735,039	12/27/2017	5,620,570	12/4/2018	Granted/ Registere d	09	Pango Inc.
United States of America	<b>⊘</b>	88/655,855	10/15/2019			Pending - Allowed	09, 38, 42	Pango Inc.
United States of America		87/450,797	5/16/2017	5,520,723	7/17/2018	Granted/ Registere d	09, 42	Pango Inc.
United States of America		87/320,460	2/1/2017	5,294,807	9/26/2017	Granted/ Registere d	09	Pango Inc.
	United States of America  United States of America	States of America  United States of America  United States of America  SPY SHIELD  United States of America  United States of America	States of America PANGO 88/773,446  United States of America SPY SHIELD 88/320,757  United States of America TOUCH VPN 88/786,129  United States of America VPN 360 87/735,039  United States of America 88/655,855  United States of America 88/655,855  United States of America 88/650,797  United States of America 88/650,797	States of America         PANGO         88/773,446         1/25/2020           United States of America         ROBO SHIELD         88/276,722         1/25/2019           United States of America         SPY SHIELD         88/320,757         2/28/2019           United States of America         TOUCH VPN         88/786,129         2/5/2020           United States of America         VPN 360         87/735,039         12/27/2017           United States of America         88/655,855         10/15/2019           United States of America         87/450,797         5/16/2017           United States of America         87/450,797         2/1/2017	States of America         PANGO         88/773,446         1/25/2020           United States of America         ROBO SHIELD         88/276,722         1/25/2019           United States of America         SPY SHIELD         88/320,757         2/28/2019           United States of America         TOUCH VPN         88/786,129         2/5/2020           United States of America         VPN 360         87/735,039         12/27/2017         5,620,570           United States of America         88/655,855         10/15/2019         10/15/2019           United States of America         87/450,797         5/16/2017         5,520,723           United States of America         87/320,460         2/1/2017         5,294,807	States of America   PANGO   88/773,446   1/25/2020	States of America   PANGO   88/773,446   1/25/2020   Pending	States of America   PANGO   88/773,446   1/25/2020   Pending   09, 42

TRADEMARK REEL: 006988 FRAME: 0925

**RECORDED: 07/02/2020**