

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM600668

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clover Technologies Group, LLC		10/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4489681	RAPIDQUOTE	
<b>Registration Number:</b>	3964116	YOURENEW	
<b>Registration Number:</b>	4751999	CORPORATERENEW	
<b>Registration Number:</b>	4772009	CORPORATERENEW	
<b>Registration Number:</b>	5320920	V VALUTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (074658-20071 ND)		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-20071		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		

OP \$140.00 4489681

<b>DATE SIGNED:</b>	10/01/2020
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 1st day of October, 2020, by and between CLOVER TECHNOLOGIES GROUP, LLC, a Delaware limited liability company (the "Grantor") and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its permitted successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), by and among the Grantor, 4L TECHNOLOGIES INC., an Illinois corporation, ESL TECHNOLOGIES, INC., a California corporation, TELEPLAN SERVICES TEXAS, INC., a Texas corporation, TELEPLAN SERVICE LOGISTICS, INC., a California corporation, TELEPLAN VIDEOCOM SOLUTIONS, INC., a California corporation, VALU TECH OUTSOURCING, LLC, a California limited liability company, and each other Person joined thereto as a borrower from time to time (collectively, the "Borrowers"), 4L TOPCO CORPORATION, a Delaware corporation, 4L HOLDINGS CORPORATION, a Delaware corporation, REFURB HOLDINGS, LLC, a Delaware limited liability company, CLOVER ITHACA PROPERTIES, LLC, a Delaware limited liability company, CLOVER WIRELESS, LLC, a Delaware limited liability company, TELEPLAN US HOLDING, LLC, a Delaware limited liability company, TELEPLAN HOLDING USA, INC., a California corporation, TELEPLAN NOMINEE, INC., a California corporation, and each other Person joined thereto as a guarantor from time to time (collectively, the "Guarantors"), and, together with the Borrowers, collectively, the "Loan Parties" and, each, a "Loan Party"), the Lenders from time to time party thereto, and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the respective meanings set forth in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the

foregoing (“Licenses”), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto;

(b) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term “Trademark Collateral” shall not include any “*intent-to-use*” United States trademark applications to the extent that an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformity with 15 U.S.C. §1051(a) or (c) (it being agreed that for purposes of this Trademark Security Agreement no Lien granted to Agent on any “*intent-to-use*” United States trademark applications is intended to be a present assignment thereof).

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the terms of the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice to Agent to the extent required by, and in accordance with, the Credit Agreement with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor’s obligations under this Section 5, the Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademarks, U.S. trademark applications or Licenses for Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed in Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts of and by different parties hereto on separate counterparts, all of which,

when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed an original signature hereto.

7. CONSTRUCTION. Section 1.4 of the Credit Agreement is hereby incorporated herein, *mutatis mutandis*.

8. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

9. TERMINATION. This Trademark Security Agreement shall terminate and the Lien on, and the security interests in, the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Trademark Security Agreement, as reasonably requested by, and at the sole cost of, the Grantor, Agent shall execute all documents, make all filings, and take all other actions to evidence and record the release of the Lien on, and security interest in, the Trademark Collateral granted herein.

10. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the Liens and security interests granted to Agent pursuant to this Trademark Security Agreement in any Collateral and the exercise of any right or remedy by Agent with respect to any Collateral hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the 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.

GRANTOR:

CLOVER TECHNOLOGIES GROUP, LLC  
a Delaware limited liability company

By: Richard X. Fischer  
Name: Richard X. Fischer  
Title: Secretary

[Signature Page to Trademark Security Agreement]

[Signatures Continued from Previous Page]



ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: B. Caldwell  
Name: Brian Caldwell  
Title: Senior Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

Loan Party	Trademark Title	Status	Filing Date	App./Reg. No.	Date of Registration
Clover Technologies Group, LLC	RAPIDQUOTE	Registered	14-May-2012	4489681	25-Feb-2014
Clover Technologies Group, LLC	YOURENEW	Registered	13-Oct-2009	3964116	24-May-2011
Clover Technologies Group, LLC	CORPORATERENEW	Registered	22-Oct-2014	4751999	09-Jun-2015
Clover Technologies Group, LLC	CORPORATERENEW and Design 	Registered	22-Oct-2014	4772009	14-Jul-2015
Clover Technologies Group, LLC	V VALUTECH and Design 	Registered	20-Oct-2016	5320920	31-Oct-2017