

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPEND MANAGEMENT EXPERTS, LLC		02/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC, as Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5658333	SPEND MANAGEMENT EXPERTS	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	037632.000174		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	02/16/2021		
Total Attachments: 5			
source=TSA - Spend Management Experts, LLC to Cortland Capital Market Services LLC, as Agent#page1.tif			

OP \$40.00 5658333

source=TSA - Spend Management Experts, LLC to Cortland Capital Market Services LLC, as Agent#page2.tif
source=TSA - Spend Management Experts, LLC to Cortland Capital Market Services LLC, as Agent#page3.tif
source=TSA - Spend Management Experts, LLC to Cortland Capital Market Services LLC, as Agent#page4.tif
source=TSA - Spend Management Experts, LLC to Cortland Capital Market Services LLC, as Agent#page5.tif

This agreement is subordinated to the prior payment and satisfaction in cash of all Senior Debt, as defined in the Amended and Restated Subordination and Intercreditor Agreement dated as of the Amendment No. 1 Effective Date, by and among ANTARES CAPITAL LP, as administrative agent for the Senior Lenders (as defined therein), CORTLAND CAPITAL MARKET SERVICES LLC, as Subordinated Agent, the Subordinated Lenders (as defined therein) TI TARGET HOLDINGS, LLC, a Delaware limited liability company, as a guarantor, TRANSPORTATION INSIGHT, LLC, a North Carolina limited liability company as a borrower, TI INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company, as a borrower, NTG HOLDINGS, LLC, a Delaware limited liability company, as a borrower, and each other obligor thereunder, as the same may be amended, modified, restated or supplemented from time to time (the "**FIRST LIEN INTERCREDITOR AGREEMENT**"), to the extent, and in the manner provided in the FIRST LIEN INTERCREDITOR AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this "**Trademark Security Agreement**") dated as of February 16, 2021, is made by Spend Management Experts, LLC, a Delaware limited liability company ("**Grantor**") in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, "**Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of August 31, 2018 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the "**Credit Agreement**"), by and among TI Intermediate Holdings, LLC, a Delaware limited liability company, Transportation Insight, LLC, a North Carolina limited liability company, and NTG Holdings, LLC, a Delaware limited liability company (collectively, the "**Borrowers**"), TI Target Holdings, LLC, a Delaware limited liability company, Agent and the Lenders, the Secured Parties have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to an Amended and Restated Second Lien Guaranty and Security Agreement, dated as of December 18, 2018, in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, Grantor hereby agrees with Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreement subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

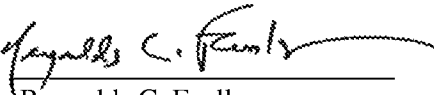
6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

SPEND MANAGEMENT EXPERTS, LLC,
as Grantor

By: 
Name: Reynolds C. Faulkner
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007193 FRAME: 0674

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

**Spend Management Experts, LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
SPEND MANAGEMENT EXPERTS	5658333	01/15/2019