

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407132

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DOAPP, INC.		06/10/2016	Corporation: DELAWARE
NEWSCYCLE SOLUTIONS, INC.		06/10/2016	Corporation: DELAWARE
NEWSCYCLE SOLUTIONS AB		06/10/2016	Private Limited Liability Company: SWEDEN

## RECEIVING PARTY DATA

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	ONE BOSTON PLACE
<b>Internal Address:</b>	SUITE 1800
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02108
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	75613901	ACCOUNTSPEED
Serial Number:	73818545	ADSPEED
Serial Number:	77725971	AUDIENCEREACH
Serial Number:	73818546	CLASSSPEED
Serial Number:	73818544	DIGITAL TECHNOLOGY INTERNATIONAL
Serial Number:	77738026	DTI AUDIENCE
Serial Number:	85086665	DTI AUDIENCEREACH
Serial Number:	77727493	DTI CIRCULATION
Serial Number:	77731952	DTI CLOUD
Serial Number:	85086517	DTI CONTENTPUBLISHER
Serial Number:	77728661	DTI FINANCIALS
Serial Number:	77736374	DTI LIGHTNING
Serial Number:	77737450	GO2-WEB
Serial Number:	74681881	IMAGESPEED

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	73818547	NEWSSPEED
Serial Number:	73818548	PAGESPEED
Serial Number:	76197461	PLANSPEED
Serial Number:	74681877	SPEEDDRIVER
Serial Number:	76197462	SPEEDLIBRARIAN
Serial Number:	74681880	SPEEDPLANNER
Serial Number:	74681879	SPEEDWRITER
Serial Number:	73818551	WIRESPEED
Serial Number:	77088103	ADMANAGERPRO
Serial Number:	75395310	ADPOWER
Serial Number:	75742032	CIRCULATIONPRO
Serial Number:	77088231	CLASSFLOW
Serial Number:	75742055	IQUE SERVER
Serial Number:	76060695	JAZBOX
Serial Number:	75103651	MEDIAPLUS
Serial Number:	76325927	MEDIASPAN
Serial Number:	75742056	NEWSEDTIPRO
Serial Number:	75742023	NEWSEDTIPRO IQUE
Serial Number:	76487319	NEWSMAKER
Serial Number:	75688761	PRODUCTIONMANAGERPRO
Serial Number:	75742060	QTOOLS
Serial Number:	77910899	SKYQUE
Serial Number:	77910978	SKYQUE
Serial Number:	76486882	TRANSPORTER
Serial Number:	76426946	ADBASE
Serial Number:	77790480	ADAGOGO

**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.*

**Email:** prosecutiondocketing@paulhastings.com

**Correspondent Name:** Paul Hastings LLP

**Address Line 1:** 4747 Executive Dr

**Address Line 2:** 12th Floor

**Address Line 4:** San Diego, CALIFORNIA 92121

**ATTORNEY DOCKET NUMBER:** 73896.00226

**NAME OF SUBMITTER:** Laura C. Yip

**SIGNATURE:** /Laura C. Yip/

**DATE SIGNED:**

11/30/2016

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10<sup>th</sup> day of June, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 10, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among NEWSCYCLE INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Parent"), NEWSCYCLE SOLUTIONS, INC., a Delaware corporation ("U.S. Borrower"), NEWSCYCLE SWEDEN HOLDINGS AB, a Swedish private limited liability company ("Newscycle Sweden Holdings"), NEWSCYCLE SOLUTIONS AB, a Swedish private limited liability company ("Newscycle Sweden"; together with Newscycle Sweden Holdings, each a "Swedish Borrower" and individually and collectively, jointly and severally, the "Swedish Borrowers"; together with U.S. Borrower, each a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June 10, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure (x) in the case of Grantors that are U.S. Grantors, the Secured U.S. Obligations, and (y) in the case of Grantors that are Swedish Grantors,

the Secured Swedish Obligations (referred to in this Copyright Security Agreement, collectively, as the “Secured Obligations”), a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following included in the Collateral, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, “Trademark Collateral” shall not include any 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 the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by the applicable Grantors, or all of them, to Agent, the other members of the Lender Group, the Bank Product Providers 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. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each 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 Guaranty and Security 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DOAPP, INC., a Delaware corporation

By: X   
Name: Lynn Danko  
Title: Chief Financial Officer

NEWSCYCLE SOLUTIONS, INC., a Delaware corporation

By: X   
Name: Lynn Danko  
Title: Chief Financial Officer

NEWSCYCLE SOLUTIONS AB, a Swedish private limited liability company

By: \_\_\_\_\_  
Name: Justin Cho  
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DOAPP, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: Lynn Danko  
Title: Chief Financial Officer

NEWSCYCLE SOLUTIONS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: Lynn Danko  
Title: Chief Financial Officer

NEWSCYCLE SOLUTIONS AB, a Swedish private limited liability company

By:  \_\_\_\_\_  
Name: Justin Cho  
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By: 

\_\_\_\_\_  
Brian J. Velardo

Its Authorized Signatory

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

<b>Trademark</b>	<b>Database</b>	<b>Applicati on Number</b>	<b>Applicat ion Date</b>	<b>Registrati on Number</b>	<b>Registra tion Date</b>	<b>Statu s</b>	<b>Grantor</b>
ACCOUNTSPEED	U.S. Federal	75613901	12/28/19 98	2371741	07/25/20 00	Regis tered	NEWSCYCLE SOLUTIONS, INC.
ADSPEED	U.S. Federal	73818545	08/10/19 89	1590667	04/10/19 90	Regis tered	NEWSCYCLE SOLUTIONS, INC.
AUDIENCEREAC H	U.S. Federal	77725971	04/30/20 09	4266066	01/01/20 13	Regis tered	NEWSCYCLE SOLUTIONS, INC.
CLASSSPEED	U.S. Federal	73818546	08/10/19 89	1587596	03/20/19 90	Regis tered	NEWSCYCLE SOLUTIONS, INC.
DIGITAL TECHNOLOGY INTERNATIONAL	U.S. Federal	73818544	08/10/19 89	1610265	08/14/19 90	Regis tered	NEWSCYCLE SOLUTIONS, INC.
DTI AUDIENCE	U.S. Federal	77738026	05/15/20 09	3777069	04/20/20 10	Regis tered	NEWSCYCLE SOLUTIONS, INC.
DTI AUDIENCEREAC H	U.S. Federal	85086665	07/16/20 10	4244215	11/20/20 12	Regis tered	NEWSCYCLE SOLUTIONS, INC.
DTI CIRCULATION	U.S. Federal	77727493	05/01/20 09	3792227	05/25/20 10	Regis tered	NEWSCYCLE SOLUTIONS, INC.
DTI CLOUD	U.S. Federal	77731952	05/07/20 09	3754041	03/02/20 10	Regis tered	NEWSCYCLE SOLUTIONS, INC.
DTI CONTENTPUBLIS HER	U.S. Federal	85086517	07/16/20 10	3973159	06/07/20 11	Regis tered	NEWSCYCLE SOLUTIONS, INC.
DTI FINANCIALS	U.S. Federal	77728661	05/04/20 09	3789505	05/18/20 10	Regis tered	NEWSCYCLE SOLUTIONS, INC.
DTI LIGHTNING	U.S. Federal	77736374	05/13/20 09	3777065	04/20/20 10	Regis tered	NEWSCYCLE SOLUTIONS, INC.
GO2-WEB	U.S. Federal	77737450	05/14/20 09	3869102	11/02/20 10	Regis tered	NEWSCYCLE SOLUTIONS, INC.
IMAGESPEED	U.S. Federal	74681881	05/26/19 95	1967014	04/09/19 96	Regis tered	NEWSCYCLE SOLUTIONS, INC.
NEWSPEED	U.S. Federal	73818547	08/10/19 89	1590668	04/10/19 90	Regis tered	NEWSCYCLE SOLUTIONS, INC.

Trademark	Database	Applicati on Number	Applicat ion Date	Registrati on Number	Registra tion Date	Statu s	Grantor
PAGESPEED	U.S. Federal	73818548	08/10/19 89	1590669	04/10/19 90	Regis tered	NEWSCYCLE SOLUTIONS, INC.
PLANSPEED	U.S. Federal	76197461	01/12/20 01	2620160	09/17/20 02	Regis tered	NEWSCYCLE SOLUTIONS, INC.
SPEEDDRIVER	U.S. Federal	74681877	05/26/19 95	1968572	04/16/19 96	Regis tered	NEWSCYCLE SOLUTIONS, INC.
SPEEDLIBRARI N	U.S. Federal	76197462	01/12/20 01	262367	09/24/20 02	Regis tered	NEWSCYCLE SOLUTIONS, INC.
SPEEDPLANNER	U.S. Federal	74681880	05/26/19 95	1967013	04/09/19 96	Regis tered	NEWSCYCLE SOLUTIONS, INC.
SPEEDWRITER	U.S. Federal	74681879	05/26/19 95	1967012	04/09/19 96	Regis tered	NEWSCYCLE SOLUTIONS, INC.
WIRESPEED	U.S. Federal	73818551	08/10/19 89	1620931	11/06/19 90	Regis tered	NEWSCYCLE SOLUTIONS, INC.
DIGITAL TECHNOLOGY INTERNATIONAL	U.S. State -North Dakota			28365400	02/03/20 11	Regis tered	NEWSCYCLE SOLUTIONS, INC.
ADMANAGERPRO	U.S. Federal	77088103	01/22/20 07	3460177	07/08/20 08	Regis tered	NEWSCYCLE SOLUTIONS, INC.
ADPOWER	U.S. Federal	75395310	11/24/19 97	2480243	08/21/20 01	Regis tered	NEWSCYCLE SOLUTIONS, INC.
CIRCULATIONPR O	U.S. Federal	75742032	07/01/19 99	2440099	04/03/20 01	Regis tered	NEWSCYCLE SOLUTIONS, INC.
CLASSFLOW	U.S. Federal	77088231	01/22/20 07	3338506	11/20/20 07	Regis tered	NEWSCYCLE SOLUTIONS, INC.
IQUE SERVER	U.S. Federal	75742055	07/01/19 99	2428043	02/13/20 01	Regis tered	NEWSCYCLE SOLUTIONS, INC.
JAZBOX	U.S. Federal	76060695	05/31/20 00	2479673	08/21/20 01	Regis tered	NEWSCYCLE SOLUTIONS, INC.
MEDIAPLUS	U.S. Federal	75103651	05/13/19 96	2055095	04/22/19 97	Regis tered	NEWSCYCLE SOLUTIONS, INC.
MEDIASPAN	U.S. Federal	76325927	10/15/20 01	2860727	07/06/20 04	Regis tered	NEWSCYCLE SOLUTIONS, INC.
NEWSEDITPRO	U.S. Federal	75742056	07/01/19 99	2403721	11/14/20 00	Regis tered	NEWSCYCLE SOLUTIONS, INC.

<b>Trademark</b>	<b>Database</b>	<b>Applicati on Number</b>	<b>Applicat ion Date</b>	<b>Registrati on Number</b>	<b>Registra tion Date</b>	<b>Statu s</b>	<b>Grantor</b>
NEWEEDITPRO IQUE	U.S. Federal	75742023	07/01/19 99	2405669	11/21/20 00	Regis tered	NEWSCYCLE SOLUTIONS, INC.
NEWSMAKER	U.S. Federal	76487319	01/31/20 03	2794388	12/16/20 03	Regis tered	NEWSCYCLE SOLUTIONS, INC.
PRODUCTIONMA NAGERPRO	U.S. Federal	75688761	04/22/19 99	2399390	10/31/20 00	Regis tered	NEWSCYCLE SOLUTIONS, INC.
QTOOLS	U.S. Federal	75742060	07/01/19 99	2463300	06/26/20 01	Regis tered	NEWSCYCLE SOLUTIONS, INC.
SKYQUE	U.S. Federal	77910899	01/13/20 10	4026725	09/13/20 11	Regis tered	NEWSCYCLE SOLUTIONS, INC.
SKYQUE	U.S. Federal	77910978	01/13/20 10	4023438	09/06/20 11	Regis tered	NEWSCYCLE SOLUTIONS, INC.
TRANSPORTER	U.S. Federal	76486882	01/30/20 03	2794373	12/16/20 03	Regis tered	NEWSCYCLE SOLUTIONS, INC.
ADBASE	U.S. Federal	76426946	06/21/20 02	2870871	08/10/20 04	Regis tered	NEWSCYCLE SOLUTIONS AB
ADAGOGO	U.S. Federal	77790480	07/27/20 09	3872025	11/09/20 10	Regis tered	DOAPP, INC.