

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESCALENT, INC.		12/30/2019	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	LBC CREDIT AGENCY SERVICES, LLC, as Agent		
Street Address:	555 East Lancaster Ave, Suite 450		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5951671	ESCALENT	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6030.127		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	04/28/2021		
Total Attachments: 8			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of December 30, 2019, among ESCALENT, INC., a Michigan corporation (formerly known as Market Strategies, Inc. and successor-by-merger to Morpace Inc.) (the "Grantor"), and LBC CREDIT AGENCY SERVICES, LLC, as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of June 22, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor, the other persons party thereto as Loan Parties, the lenders parties thereto (the "Lenders") and the Agent, as administrative agent for the Lenders, the Lenders have agreed to make Loans to and for the benefit of, Grantors and/or affiliates thereof;

WHEREAS the Grantor and Agent are parties to that certain Trademark Security Agreement dated as of June 22, 2018 (the "Existing Trademark Security Agreement"); and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and other Loan Documents and to induce the Lenders to make the Loans as provided for in the Loan Agreement, Grantor has agreed to execute and deliver to the Agent and its Affiliates, this Amended and Restated Trademark Security Agreement to reflect additional Trademarks acquired by Grantor and the merger of Morpace Inc. into Grantor and the change of Grantor's name to Escalent, Inc..

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 capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the 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 trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by such Grantor, any registration or recording of the foregoing, and any application in connection therewith (excluding any intent-to-use trademark application for which an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d) has not been filed), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

- (c) all trademark licenses to which such Grantor is a party;
- (d) all goodwill of the business associated with the use of, and symbolized by, any of the foregoing; and
- (e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing or (ii) injury to the goodwill associated with any trademark or any of the foregoing.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures 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 Grantors to the Agent or the Lenders 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Trademark Security Agreement amends and restates the Existing Trademark Security Agreement in its entirety effective as of the date hereof. All liens and security interests granted in the Trademark Collateral under the Existing Trademark Security Agreement and the Loan Agreement are reaffirmed and shall continue in full force and effect from and after the execution hereof, governed by the Loan Agreement and this Trademark Security Agreement.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or trademark licenses (in each case, except to the extent constituting Excluded Property), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall promptly notify the Agent in writing of any such new trademarks for which any Grantor files an application for registration with the United States Patent and Trademark Office (or in the case of an intent-to-use trademark application, the filing of an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d)). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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 the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate

counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission (including “.pdf” format) shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (as such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until the Full Payment of all Obligations.

9. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, each 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.

Grantors:

ESCALENT, INC.

By: 
Name: Quinlan Fang
Title: Treasurer

ACKNOWLEDGED AND AGREED:

LBC CREDIT AGENCY SERVICES, LLC

By: 
Name: David E. Fralmo
Title: Senior Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
<u>MONEYHAWKS</u>	<u>86099761</u>	Registered	<u>4563043</u>	07/08/14	Escalent, Inc.
<u>JAVELIN STRATEGY & RESEARCH</u>	<u>85474280</u>	Registered	<u>4801807</u>	09/01/15	Escalent, Inc.
<u>PREVENTION, DETECTION AND RESOLUTION</u>	<u>78819935</u>	Registered	<u>3193355</u>	01/02/07	Escalent, Inc.

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
<u>DATADIALOGUE</u>	<u>87724202</u>	Pending -- Application filed 12/18/17	NA	NA	Escalent, Inc.
<u>TRIMMIX</u>	<u>87083063</u>	Registered	<u>5183764</u>	04/11/17	Escalent, Inc.
<u>CREATIVE MINDS, INTELLIGENT SOLUTIONS.</u>	<u>77184338</u>	Registered	<u>3603196</u>	04/07/09	Escalent, Inc.
<u>MORPACE</u>	<u>77184334</u>	Registered	<u>3603195</u>	04/07/09	Escalent, Inc.
<u>MOR</u>	<u>73392896</u>	Registered	<u>1261295</u>	12/13/83	Escalent, Inc.
<u>COGENT BEAT</u>	<u>86612213</u>	Pending -- Application filed 04/28/15	NA	NA	Escalent, Inc.
<u>COGENT REPORTS</u>	<u>86007678</u>	Registered	<u>4837224</u>	10/20/15	Escalent, Inc.
<u>COGENT BEAT</u>	<u>86061095</u>	Registered	<u>4769385</u>	07/07/15	Escalent, Inc.
<u>COGENT</u>	<u>86007681</u>	Registered	<u>4744262</u>	05/26/15	Escalent, Inc.
<u>COGENT</u>	<u>86007676</u>	Registered	<u>4744261</u>	05/26/15	Escalent, Inc.
<u>RETIREMENT PLANSCAPE</u>	<u>77924078</u>	Registered	<u>3856100</u>	10/05/10	Escalent, Inc.
<u>INVESTOR BRANDSCAPE</u>	<u>77924072</u>	Registered	<u>3856099</u>	10/05/10	Escalent, Inc.

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
<u>ADVISOR</u> <u>BRANDSCAPE</u>	<u>77924062</u>	Registered	<u>3856098</u>	10/05/10	Escalent, Inc.
<u>TEXTALYTICS</u>	<u>77578803</u>	Registered	<u>3615515</u>	05/05/09	Escalent, Inc.
<u>MARKET</u> <u>STRATEGIES</u>	<u>76446260</u>	Registered	<u>2809961</u>	02/03/04	Escalent, Inc.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Schedule I to Trademark Security Agreement is hereby amended by adding the following Trademarks:

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE
ESCALENT	88312385	Registered	5951671	12/31/19