

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Escalent, Inc.		04/07/2023	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE, SUITE 300		
City:	BETHESDA, MARYLAND 20814		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3856098	ADVISOR BRANDSCAPE	
Registration Number:	4769385	COGENT BEAT	
Registration Number:	6291728	COGENT BEAT	
Registration Number:	3603196	CREATIVE MINDS. INTELLIGENT SOLUTIONS.	
Registration Number:	5529173	DATADIALOGUE	
Registration Number:	5951671	ESCALENT	
Registration Number:	2809961	MARKET STRATEGIES	
Registration Number:	1261295	MOR	
Registration Number:	3603195	MORPACE	
Registration Number:	3193355	PREVENTION, DETECTION AND RESOLUTION	
Registration Number:	3856100	RETIREMENT PLANSCAPE	
Registration Number:	3615515	TEXTALYTICS	
Registration Number:	5183764	TRIMMIX	
Serial Number:	97662822	EVFORWARD	
Serial Number:	90881827	JAVELIN STRATEGY & RESEARCH	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			

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Phone: 617.526.9739
Email: ypan@proskauer.com
Correspondent Name: Alexandra Stanley
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER: 11964.534

NAME OF SUBMITTER: Alexandra Stanley

SIGNATURE: /Alexandra Stanley/

DATE SIGNED: 04/07/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of April 7, 2023 among Escalent, Inc., a Michigan corporation (the “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of April 7, 2023 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among M&M OPCO, LLC, a Delaware limited liability company (“**Borrower**”), STG M&M HOLDCO, LLC, a Delaware limited liability company (“**Holdings**”), the other Subsidiaries (as defined therein) of Holdings from time to time party thereto, as Guarantors (as defined therein), the financial institutions from time to time party thereto, as Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) to the Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), that certain Security and Pledge Agreement, dated as of April 7, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Administrative 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 meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien (subject to Permitted Liens) on all of the 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 the Grantor’s Trademark registrations and Trademark applications, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of the Grantor and the other Credit Parties, 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 the Grantor, or any of the other Credit Parties, to Administrative 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 the Grantor or any other Credit Party.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If the Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, then the Grantor shall report such filing to Administrative Agent no later than the date the Compliance Certificate with respect to the fiscal quarter in which such filing occurs is required to be delivered pursuant to Section 4.1(d) of the Credit Agreement (in accordance with Section 4(k) of the Security Agreement). Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Administrative Agent unilaterally (but Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of the Grantor, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding

the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon the Grantor, its successors and assigns and shall insure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Financing 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 Financing Document refer to this Trademark Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Financing 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 Financing 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 or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. 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 Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE

WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. TERMINATION; RELEASE. Upon the occurrence of the Termination Date, security interests granted herein shall automatically terminate with respect to all Trademark Collateral without further action by any party. Upon the occurrence of the Termination Date, the Administrative Agent shall, at the Grantor's sole expense, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Trademark Collateral and any other such documents as the Grantor shall reasonably request to evidence such termination.

11. MISCELLANEOUS. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.5 (*Amendments and Waivers*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*) and 12.15 (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

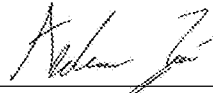
12. Financing Document. This Trademark Security Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[*Signature pages follow*]

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:

ESCALENT, INC.,
as Grantor

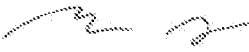
By: 
Name: Andreas Zai
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED:

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Grantor	Country	Mark	Registration No.	Registration Date
Escalent, Inc.	US	Advisor Brandscape	3856098	10.5.2010
Escalent, Inc.	US	Cogent BEAT	4769385	7.7.2015
Escalent, Inc.	US	Cogent BEAT	6291728	3.16.2021
Escalent, Inc.	US	Creative Minds Intelligent Solutions	3603196	4.7.2009
Escalent, Inc.	US	DATADIALOGUE	5529173	7.31.2018
Escalent, Inc.	US	Escalent	5951671	12.31.2019
Escalent, Inc.	US	Market Strategies	2809961	2.3.2004
Escalent, Inc.	US	MOR	1261295	12.13.1983
Escalent, Inc.	US	Morpace	3603195	4.7.2009
Escalent, Inc.	US	Prevention, Detection and Resolution	3193355	1.2.2007
Escalent, Inc.	US	Retirement Planscape	3856100	10.5.2010
Escalent, Inc.	US	Textalytics	3615515	5.5.2009
Escalent, Inc.	US	TRIMMIX	5183764	4.11.2017

TRADEMARK APPLICATIONS

Grantor	Country	Mark	Application No.	Application Date
Escalent, Inc.	US	EVFORWARD	97662822	11.4.2022
Escalent, Inc.	US	JAVELIN STRATEGY & RESEARCH	90881827	8.13.2021