# CH \$40.00 56357

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM617738

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

### **CONVEYING PARTY DATA**

| Name                | Formerly | Execution Date | Entity Type                     |
|---------------------|----------|----------------|---------------------------------|
| Trendstream Limited |          | 12/30/2020     | limited company: UNITED KINGDOM |

# **RECEIVING PARTY DATA**

| Name:             | AB Private Credit Investors LLC     |  |
|-------------------|-------------------------------------|--|
| Street Address:   | 500 W. 5th Street, Suite 1100       |  |
| Internal Address: | Attn: GWI Account Manager           |  |
| City:             | Austin                              |  |
| State/Country:    | TEXAS                               |  |
| Postal Code:      | 78701                               |  |
| Entity Type:      | Limited Liability Company: DELAWARE |  |

### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark      |
|----------------------|---------|----------------|
| Registration Number: | 5635772 | GLOBALWEBINDEX |

# **CORRESPONDENCE DATA**

**Fax Number:** 7044441111

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.

**Phone:** 7044441124

Email: elaine.hunt@alston.com
Correspondent Name: Michele M. Glessner
Address Line 1: Alston & Bird LLP

Address Line 2: 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

| NAME OF SUBMITTER: | Elaine B. Hunt   |
|--------------------|------------------|
| SIGNATURE:         | /Elaine B. Hunt/ |
| DATE SIGNED:       | 12/31/2020       |

# **Total Attachments: 5**

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### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2020, is made by **TRENDSTREAM LIMITED**, a limited company formed under the laws of England and Wales with company number 06761659 (the "<u>Grantor</u>"), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as security agent for and on behalf of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "<u>Security Agent</u>").

## WITNESSETH:

WHEREAS, the Grantor is a party to that certain debenture, dated on or about the date of this Trademark Security Agreement, in favor of the Security Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "On-Lend Debenture") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

WHEREAS capitalized terms used herein without definition are used as defined in the On-Lend Debenture.

NOW, THEREFORE, in consideration of the premises and to induce the Noteholder to subscribe to the Notes, the Grantor hereby agrees with the Security Agent as follows:

- Section 1. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the On-Lend Note Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Security Agent, and grants to the Security Agent a lien on and security interest in, all of its right, title and interest in, to and under the following On-Lend Note Security of the Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including 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 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.
- Section 2. On-Lend Debenture. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the On-Lend Debenture and the Grantor hereby acknowledges and agrees that the rights and remedies of Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the On-Lend Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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<u>Section 3.</u> <u>Grantor Remains Liable.</u> The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

<u>Section 4.</u> <u>Counterparts.</u> 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.

Section 5. Applicable Law. This Trademark Security Agreement, the rights and obligations of the parties hereto, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Trademark Security Agreement, or the negotiation, execution or performance of this Trademark Security Agreement (including any claims or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Trademark Security Agreement or as an inducement to enter into this Trademark Security Agreement), shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York without regard to any laws, rules or provisions of the State of New York that would cause the application of the laws of any jurisdiction other than the State of New York. shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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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.

TRENDSTREAM LIMITED, as Grantor

James Franks

By: 87C68567D48D416...

Name: James Franks Title: Director ACCEPTED AND AGREED as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,

as Security Agent

By:

Name: Shishir Agrawal Title: Managing Director

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

| Trademark                   | Registration<br>No./<br>Serial No. | Filing<br>Date  | Registration<br>Date | Owner                  |
|-----------------------------|------------------------------------|-----------------|----------------------|------------------------|
| GLOBALWEBINDEX (and Design) | RN: 5,635,772<br>SN: 87/632,190    | Oct. 3,<br>2017 | Dec. 25, 2018        | Trendstream<br>Limited |

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**RECORDED: 12/31/2020**