

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645288

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                     | Formerly | Execution Date | Entity Type           |
|--------------------------|----------|----------------|-----------------------|
| Bazaarvoice, Inc.        |          | 05/07/2021     | Corporation: DELAWARE |
| Curalate, Inc.           |          | 05/07/2021     | Corporation: DELAWARE |
| Voxpop Communities, Inc. |          | 05/07/2021     | Corporation: DELAWARE |

## RECEIVING PARTY DATA

|                          |                                     |
|--------------------------|-------------------------------------|
| <b>Name:</b>             | Alter Domus (US) LLC                |
| <b>Street Address:</b>   | 225 W. WASHINGTON STREET            |
| <b>Internal Address:</b> | 9TH FLOOR                           |
| <b>City:</b>             | CHICAGO                             |
| <b>State/Country:</b>    | ILLINOIS                            |
| <b>Postal Code:</b>      | 60606                               |
| <b>Entity Type:</b>      | Limited Liability Company: DELAWARE |

## PROPERTY NUMBERS Total: 12

| Property Type               | Number   | Word Mark                 |
|-----------------------------|----------|---------------------------|
| <b>Registration Number:</b> | 4384603  | B:                        |
| <b>Serial Number:</b>       | 90077515 | B                         |
| <b>Registration Number:</b> | 4204752  | BAZAARVOICE               |
| <b>Serial Number:</b>       | 90077541 | BAZAARVOICE               |
| <b>Registration Number:</b> | 4367840  | BAZAARVOICE CONNECTIONS   |
| <b>Registration Number:</b> | 4431276  | BAZAARVOICE CONVERSATIONS |
| <b>Registration Number:</b> | 4820619  | BAZAARVOICE CURATIONS     |
| <b>Registration Number:</b> | 4420849  | BAZAARVOICE INTELLIGENCE  |
| <b>Registration Number:</b> | 5984782  | BRAND EDGE                |
| <b>Registration Number:</b> | 5832100  | TRYIT                     |
| <b>Registration Number:</b> | 4340990  | INFLUENSTER               |
| <b>Registration Number:</b> | 5181058  | CURALATE                  |

## CORRESPONDENCE DATA

Fax Number: 3128622200

*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.*

TRADEMARK

**Phone:** 3128622000  
**Email:** rob.soneson@kirkland.com  
**Correspondent Name:** Rob Soneson  
**Address Line 1:** 300 N LaSalle  
**Address Line 2:** Kirkland & Ellis LLP  
**Address Line 4:** Chicago, ILLINOIS 60654

**ATTORNEY DOCKET NUMBER:** 36772-242-RFS

**NAME OF SUBMITTER:** Rob Soneson

**SIGNATURE:** /rsoneson/

**DATE SIGNED:** 05/08/2021

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT dated as of May 7, 2021 (this “**Agreement**”), by and among BAZAARVOICE, INC., a Delaware corporation, CURALATE, INC., a Delaware corporation, VOXPOP COMMUNITIES, INC., a Delaware corporation (and together with Bazaarvoice, Inc. and Curalate, Inc., the “**Grantors**”, and each a “**Grantor**”), and ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Pledge and Security Agreement dated as of May 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among BEACON INTERMEDIATE HOLDINGS II, INC., a Delaware corporation (“**Holdings**”), BEACON BUYER, INC., a Delaware corporation (the “**Initial Borrower**” and, at any time prior to the consummation of the First Post-Closing Merger, the “**Borrower**”), BV PARENT, LLC, a Delaware limited liability company (the “**Company**”, and upon and at any time after the consummation of the First Post-Closing Merger but prior to the consummation of the Second Post-Closing Merger, the “**Borrower**”), BAZAARVOICE, INC., a Delaware corporation (“**Bazaarvoice**” and upon and at any time after the consummation of the Second Post-Closing Merger, the “**Borrower**”), the Subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent and (b) the Credit Agreement (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**”), to be dated on May 7, 2021, among Holdings, the Initial Borrower, the Company, Bazaarvoice, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto (the “**Lenders**”) and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or, if not defined therein, in the Credit Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for

royalties owing; and (v) all domestic rights corresponding to any of the foregoing. Notwithstanding the foregoing, the Trademark Collateral shall not include, and the Security Interest shall not extend to, any Excluded Assets; provided, that immediately upon the ineffectiveness, lapse or termination of any restriction or condition causing or resulting in any personal property or other assets that would otherwise constitute Trademark Collateral to constitute Excluded Assets, the Trademark Collateral shall include, and the Security Interest shall extend to, such personal property or other assets as if such restriction or condition had never been in effect.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 5. Counterparts. This 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. Delivery of an executed counterpart of a signature page to this Supplement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. **CHOICE OF LAW**. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**VOXPOP COMMUNITIES, INC.**

By: 

Name: Kenneth Hashman

Title: Chief Financial Officer

**BAZAARVOICE, INC.**

By: 

Name: Kenneth Hashman

Title: Chief Financial Officer

**CURALATE, INC.**

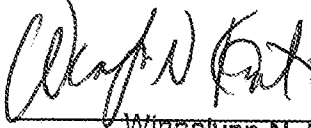
By: 

Name: Kenneth Hashman

Title: Chief Financial Officer



[Signature Page to Trademark Security Agreement]

**ALTER DOMUS (US) LLC,**  
as Collateral Agent

By:   
Name: Winnalynn N. Kantaris  
Title: Associate General Counsel

**Schedule I**

**United States Trademarks and Trademark Applications<sup>1</sup>**

| <b>Trademark</b>  | <b>Serial No.</b> | <b>Application Date</b> | <b>Registration No.</b> | <b>Registration Date</b> | <b>Applicant / Registered Owner</b> |
|---|-------------------|-------------------------|-------------------------|--------------------------|-------------------------------------|
|  | 85428813          | 21-SEP-2011             | 4384603                 | 13-AUG-2013              | Bazaarvoice, Inc.                   |
|  | 90077515*         | 28-JUL-2020             |                         |                          | Bazaarvoice, Inc.                   |
| BAZAARVOICE   | 85428811          | 21-SEP-2011             | 4204752                 | 11-SEP-2012              | Bazaarvoice, Inc.                   |
|  | 90077541*         | 28-JUL-2020             |                         |                          | Bazaarvoice, Inc.                   |
| BAZAARVOICE CONNECTIONS   | 85780266          | 15-NOV-2012             | 4367840                 | 16-JUL-2013              | Bazaarvoice, Inc.                   |
| BAZAARVOICE CONVERSATIONS   | 85780289          | 15-NOV-2012             | 4431276                 | 12-NOV-2013              | Bazaarvoice, Inc.                   |
| BAZAARVOICE CURATIONS   | 86295005          | 29-MAY-2014             | 4820619                 | 29-SEP-2015              | Bazaarvoice, Inc.                   |
| BAZAARVOICE INTELLIGENCE  | 85780293          | 15-NOV-2012             | 4420849                 | 22-OCT-2013              | Bazaarvoice, Inc.                   |
| BRAND EDGE  | 87380931          | 22-MAR-2017             | 5984782                 | 11-FEB-2020              | Bazaarvoice, Inc.                   |
| TRYIT   | 88185541          | 07-NOV-2018             | 5832100                 | 13-AUG-2019              | Bazaarvoice, Inc.                   |
| INFLUENSTER   | 85583792          | 29-MAR-2012             | 4340990                 | 28-MAY-2013              | VoxPop Communities, Inc.            |
| CURALATE  | 87156813          | 31-AUG-2016             | 5181058                 | 11-APR-2017              | Curalate, Inc.                      |

<sup>1</sup> \* indicates an intent-to-use application constituting Excluded Assets prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.