

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656417

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GADDIS PARTNERS, LTD.		06/28/2021	Corporation: TEXAS
KELTON RESEARCH, LLC		06/28/2021	Limited Liability Company: CALIFORNIA
INTERVIEWING SERVICE OF AMERICA, LLC		06/28/2021	Corporation: CALIFORNIA
ALTA COMMUNICATIONS, INC.		06/28/2021	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	AUDAX PRIVATE DEBT LLC
Street Address:	101 HUNTINGTON AVENUE
Internal Address:	25TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2596052	SALT BRANDING
Registration Number:	2671901	SALT
Registration Number:	4291377	SALT BRANDING
Registration Number:	4291378	SALT
Registration Number:	4348008	SALT BE ESSENTIAL
Registration Number:	5335702	BE. LEAD. DO!
Registration Number:	5335701	BE. LEAD. DO!
Registration Number:	4936468	CX MASTERS
Registration Number:	4959817	CX MASTERS
Registration Number:	5801171	FUTURE READY IMPACT
Registration Number:	4820599	STRATIVITY
Registration Number:	4820600	STRATIVITY
Registration Number:	5713142	TOUCHPOINT DASHBOARD

CH \$540.00 2596052

Property Type	Number	Word Mark
Registration Number:	4775309	UNLOCK EXCEPTIONAL
Registration Number:	4902479	CUSTOMER BOARDROOM
Registration Number:	4478436	ICANMAKEITBETTER
Registration Number:	3187190	KNOWLEDGE STUDIO
Registration Number:	3271905	SENTIENT SERVICES
Registration Number:	3258021	SENTIENT S SERVICES
Registration Number:	4927292	KILLER
Registration Number:	4921951	KILLER INFOGRAPHICS

CORRESPONDENCE DATA

Fax Number: 3105572193
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: 310-557-2900
Email: KLATHROP@PROSKAUER.COM
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	12068.024
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	06/28/2021

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of June 28, 2021 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **AUDAX PRIVATE DEBT LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Amended and Restated Pledge and Security Agreement, dated as of June 28, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; the capitalized terms defined therein and not otherwise defined herein being used herein as therein defined), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, but for the avoidance of doubt excluding any intent to use applications for trademarks currently filed or filed in the future with the United States Patent and Trademark Office, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the Second Lien Credit Agreement, the provisions of the Pledge and Security Agreement or the Second Lien Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GADDIS PARTNERS, LTD.,
as a Grantor

By: Catherine Lindquist
Name: Catherine Lindquist
Title: CFO

KELTON RESEARCH, LLC,
as a Grantor

By: Catherine Lindquist
Name: Catherine Lindquist
Title: CFO

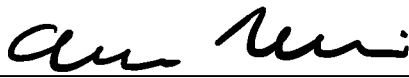
INTERVIEWING SERVICE OF AMERICA, LLC,
as a Grantor

By: Catherine Lindquist
Name: Catherine Lindquist
Title: CFO

ALTA COMMUNICATIONS, INC.,
as a Grantor

By: Catherine Lindquist
Name: Catherine Lindquist
Title: CFO



AUDAX PRIVATE DEBT LLC,
as Collateral Agent

By: 
Name: Adam J. Weiss
Title: Authorized Signatory

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Group Company	Service Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date
Gaddis Partners, Ltd.	SALT BRANDING	U.S.	6-Oct-2000 78/029487	16-Jul-2002 2596052
Gaddis Partners, Ltd.	SALT	U.S.	19-Feb-2002 76/375691	7-Jan-2009 2671901
Gaddis Partners, Ltd.	SALT BRANDING	U.S.	85/602965 19-Apr-2012	19-Feb-2013 4291377
Gaddis Partners, Ltd.	SALT	U.S.	85/603025 19-Apr-2012	19-Feb-2013 4291378
Gaddis Partners, Ltd.	salt <small>be essential</small>	U.S.	85/639901 31-May-2012	4-Jun-2013 4348008
Kelton Research, LLC	BE LEAD DO! and Design Be.Lead.Do! 	U.S.	86/325523 01-Jul-2014	5335702 14-Nov-2017
Kelton Research, LLC	BE. LEAD. DO!	U.S.	86/325508 01-Jul-2014	5335701 14-Nov-2017
Kelton Research, LLC	CX MASTERS	U.S.	86/745577 02-Sep-2015	4936468 12-Apr-2016
Kelton Research, LLC	CX MASTERS and Design 	U.S.	86/746049 02-Sep-2015	4959817 17-May-2016
Kelton Research, LLC	FUTURE READY IMPACT	U.S.	87/662207 27-Oct-2017	5801171 9-Jul-2019
Kelton Research, LLC	STRATIVITY	U.S.	86/279602 13-May-2014	4820599 29-Sep-2015
Kelton Research, LLC	STRATIVITY and Design 	U.S.	86/279619 13-May-2014	4820600 29-Sep-2015
Kelton Research, LLC	TOUCHPOINT DASHBOARD	U.S.	88/048430 23-Jul-2018	5713142 02-Apr-2019
Kelton Research, LLC	UNLOCK EXCEPTIONAL	U.S.	86/279627 13-May-2014	4775309 21-Jul-2015
Interviewing Service of America, LLC	CUSTOMER BOARDROOM	U.S.	86/283281 16-May-2014	4902479 16-Feb-2016

Group Company	Service Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date
Interviewing Service of America, LLC	ICANMAKEITBETTER	U.S.	85/282079 31-Mar-2011	4478436 04-Feb-2014
Interviewing Service of America, LLC	KNOWLEDGE STUDIO	U.S.	78/815610 15-Feb-2006	3187190 19-Dec-2006
Interviewing Service of America, LLC	SENTIENT SERVICES	U.S.	789/814211 14-Feb-2016	3271905 31-Jul-2007
Interviewing Service of America, LLC	SENTIENT SERVICES and Design 	U.S.	78/815584 15-Feb-2006	3258021 03-Jul-2007
Alta Communications, Inc.	KILLER	U.S.	87/731180 20-Aug-2015	4927292 29-Mar-2016
Alta Communications, Inc.	KILLER	Washington State		60071 26-Jun-2017
Alta Communications, Inc.	KILLER INFOGRAPHICS	U.S.	86/605098 21-Apr-2015	4921951 22-Mar-2016
Alta Communications, Inc.	KILLER INFOGRAPHICS	Washington State		55427 29-Jun-2012
Alta Communications, Inc.	KILLER INFOGRAPHICS and Design 	Washington State		60082 26-Jun-2017