

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715703

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Research Horizons LLC		03/21/2022	Limited Liability Company: DELAWARE
Phoenix Healthcare, LLC		03/21/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cantor Fitzgerald Securities, as Collateral Agent
Street Address:	110 E. 59th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	general partnership: NEW YORK

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3520514	ADPI
Registration Number:	6084693	ADPI QUICKVIEW
Registration Number:	6039059	BRAND EFFECT
Registration Number:	3520515	BRANDPI
Registration Number:	1637783	COMMUNICUS
Registration Number:	3682819	DIGITAL DIMENSIONS
Registration Number:	6320064	EMOTIVATION
Registration Number:	4096270	INTELLIVIEW
Registration Number:	5023827	POPREWARDS
Registration Number:	5023825	POPREWARDS
Registration Number:	2888099	REWARDTV
Registration Number:	3520212	VIRTUAL MAILBOX

CORRESPONDENCE DATA

Fax Number: 7044448857

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: 7043432000

TRADEMARK

Email: twitcher@mcguirewoods.com
Correspondent Name: Terry L. Witcher, Senior Paralegal
Address Line 1: McGuireWoods LLP
Address Line 2: 201 N. Tryon Street, Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER: Terry L. Witcher

SIGNATURE: /s/ Terry L. Witcher

DATE SIGNED: 03/21/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 21, 2022, is made by the undersigned (“Grantors”), in favor of Cantor Fitzgerald Securities, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Note Purchase Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Note Purchase Agreement, dated as of November 15, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Note Purchase Agreement”), by and among KMCAS Acquisition, Inc., a Delaware corporation (in its capacity as the initial borrower prior to the consummation of the Closing Date Acquisition, the “Initial Borrower” and, upon the consummation of the Closing Date Acquisition, “Holdings”), MarketCast Holdings, LLC, a Delaware limited liability company (known as “RLJ-MarketCast Holdings, LLC” immediately prior to the Closing Date Acquisition), in its capacity as the borrower by assignment and assumption upon the consummation of the Closing Date Acquisition (the “Borrower”), the other Credit Parties party thereto, the Purchasers from time to time party thereto and Cantor Fitzgerald Securities, as Collateral Agent for the Purchasers, the Purchasers agreed to purchase Notes from the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Each Grantor (other than the Borrower) has agreed, pursuant to certain Guaranty and Security Agreement dated as of November 15, 2016, in favor of Collateral Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Note Purchase Agreement) of the Borrower; and

WHEREAS, Each Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to continue their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Collateral Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Collateral Agent for the benefit of the Secured Parties a

Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a "statement of use" or "amendment to allege use" has not been filed (but only until such statement or amendment is filed);

(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, without limitation, 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 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, subject to the terms and conditions of the Note Purchase Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Concerning the Collateral Agent. Cantor Fitzgerald Securities is entering into this Trademark Security Agreement solely in its capacity as the Collateral

Agent pursuant to the Guaranty and Security Agreement and the Note Purchase Agreement and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Guaranty and Security Agreement and the Note Purchase Agreement as though fully set forth herein.

[SIGNATURE PAGES 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.

Very truly yours,

RESEARCH HORIZONS LLC
PHOENIX HEALTHCARE, LLC
as Grantors

By: Michael Goddard

Name: Michael Goddard

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007667 FRAME: 0100

ACCEPTED AND AGREED
as of the date first above written:

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

By: James Buccola
B738607B2F9840A...
Name: James Buccola
Title: Head of Fixed Income



(MarketCast)

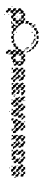
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007667 FRAME: 0101

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Jurisdiction	Owner	Application Number	Date Filed	Registration Number	Registration Date	Status
ADPI	USA	Research Horizons LLC D/B/A Phoenix Marketing International	77455374	4/23/2008	3520514	10/21/2008	Registered
ADPI QUICKVIEW	USA	Research Horizons LLC D/B/A Phoenix Marketing International	88699469	11/20/2019	6084693	6/23/2020	Registered
BRAND EFFECT	USA	Research Horizons LLC D/B/A Phoenix Marketing International	88703356	11/22/2019	6039059	4/21/2020	Registered
BRANDPI	USA	Research Horizons LLC D/B/A Phoenix Marketing International	77455377	4/23/2008	3520515	10/21/2008	Registered
COMMUNICUS	USA	Research Horizons LLC D/B/A Phoenix Marketing International	74051822	4/23/1990	1637783	3/12/1991	Registered
DIGITAL DIMENSIONS	USA	Research Horizons LLC D/B/A Phoenix Marketing International	77679601	2/27/2009	3682819	9/15/2009	Registered
EMOTIVATION	USA	Research Horizons LLC D/B/A Phoenix Marketing International	90126885	8/20/2020	6320064	4/13/2021	Registered

Mark	Jurisdiction	Owner	Application Number	Date Filed	Registration Number	Registration Date	Status
INTELLIVIEW	USA	Research Horizons LLC D/B/A Phoenix Marketing International	85358991	6/29/2011	4096270	2/7/2012	Registered
POPREWARDS	USA	Research Horizons LLC D/B/A Phoenix Marketing International	86668174	6/19/2015	5023827	8/16/2016	Registered
	USA	Research Horizons LLC D/B/A Phoenix Marketing International	86668158	6/19/2015	5023825	8/16/2016	Registered
REWARDTV	USA	Research Horizons LLC D/B/A Phoenix Marketing International	76092228	7/19/2000	2888099	9/28/2004	Registered
VIRTUAL MAILBOX	USA	Research Horizons LLC D/B/A Phoenix Marketing International	77431097	3/25/2008	3520212	10/21/2008	Registered
GRACE HEALTHCARE OF PHOENIX	US State of Arizona	PHOENIX HEALTHCARE, LLC	N/A	N/A	420166	12/6/2007	Renewed