TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM718184

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Demand Science Group, LLC		03/31/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn
Internal Address:	Floor L2 Suite IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	97111386	DEMANDSCIENCE INTELLIGENCE
Serial Number:	97111431	
Serial Number:	97111334	DEMANDSCIENCE ACTIVATE
Registration Number:	6631753	KLARITY
Registration Number:	6631752	KLARITY
Registration Number:	6573251	DEMANDSCIENCE
Serial Number:	90372029	PUREB2B
Registration Number:	5402482	TIDINGS

CORRESPONDENCE DATA

Fax Number:

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: 212-728-8000 ipdept@willkie.com Email: **Correspondent Name:** Spencer Simon Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 125180-00033

> **TRADEMARK REEL: 007677 FRAME: 0630**

900685080

NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	03/31/2022
Total Attachments: 6	
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "<u>Agreement</u>"), dated as of March 31, 2022, between Demand Science Group, LLC, a Delaware limited liability company (the "<u>Grantor</u>") and JPMorgan Chase Bank, N.A., in its capacity as the administrative agent (the "<u>Administrative Agent</u>") for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of December 22, 2020, (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") among the Grantor, each subsidiary of the Grantor party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of December 22, 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as borrower, the other loan parties from time to time party thereto, the lenders party thereto (the "Lenders") and the Administrative Agent.

The Lenders have agreed to extend credit to the Grantor 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. The 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 and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof

(except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section I(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent to use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I hereto (the "Trademarks");

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.
- SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. Governing Law; Jurisdiction; Consent to Service of Process; WAIVER OF JURY TRIAL. The terms of Sections 9.09 and 9.10 of the Credit Agreement with respect to governing law, jurisdiction, consent to service of process and waiver of jury trial are incorporated herein by reference, as applicable to this Agreement, mutatis mutandis, and the parties hereto agree to such terms.
- SECTION 5. *Counterparts*. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission (including emailed pdf.) shall be effective as delivery of a manually signed counterpart of this Agreement.
- SECTION 6. *Amendments*. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

DEMAND SCIENCE GROUP, LLC, as a Grantor

Name: Gary Kraemer

Title: Chief Financial Officer, Secretary and

Treasurer

[Signature Page to Trademark Security Agreement – Demand Science Group, LLC]

JPMORGAN CHASE BANK, N.A., as the Administrative Agent

Name: Mike McKenzie

Title: Vice President

REEL: 007677 FRAME: 0635

SCHEDULE I

Trademark Applications and Registrations

Demand Science KLARITY Group, LLC Cross Ref CLARITY	Demand Science KLARITY Group, LLC Cross Ref	Demand Science DEMANDS Group, LLC ACTIVATE Cross Refe DEMAND S ACTIVATE	Demand Science Design Only Group, LLC	Demand Science demand science Group, LLC intelligence	Owner Tr
KLARITY Cross References: CLARITY	KLARITY Cross References: CLARITY	DEMANDSCIENCE ACTIVATE Cross References: DEMAND SCIENCE ACTIVATE	nly	cience	<u>Trademark</u>
KLARITY	≱ klaricy	demand science		demandscience	<u>Image</u>
90371966	90371989	97111334	97111431	97111386	Application Number
December 10, 2020	December 10, 2020	November 5, 2021	November 5, 2021	November 5, 2021	Application Filing Date
6631752	6631753		1	-	Registration Number
February 1, 2022	February 1, 2022	:	1	1	Registration Date

Demand Science TIDINGS Group, LLC	Group, LLC Cross PURE TO B	ence	Group, LLC Cros	Demand Science DEM
NGS	Cross Kererences: PURE B 2 B, PURE B TO B	EB2B	Cross References: DEMAND SCIENCE	DEMANDSCIENCE
	*	% 5 5 5 5		
87082004		90372029		90372075
June 23, 2016	10, 2020	December	10, 2020	December
5402482		1		6573251
February 13, 2018		ł	30, 2021	November

TRADEMARK REEL: 007677 FRAME: 0637

RECORDED: 03/31/2022