

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRITICAL MENTION, INC.		05/24/2022	Corporation: DELAWARE
ONCLUSIVE, INC.		05/24/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as Collateral Agent		
Street Address:	225 W. WASHINGTON STREET		
Internal Address:	9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3487373	CRITICAL MENTION	
Registration Number:	3725991	CRITICAL MEDIA	
Registration Number:	5844395	POWER OF VOICE	
Registration Number:	5830371	ONCLUSIVE	
Registration Number:	5693824	PR ATTRIBUTION	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<i>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.</i>			
Email:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	49970-4		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		

CH \$140.00 3487373

DATE SIGNED:	05/25/2022
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Alter Domus (US) LLC, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

W I T N E S S E T H :

WHEREAS, SAPPHIRE PARENTCO SCSp, a *société en commandite spéciale* (special limited partnership) established and existing under Luxembourg law, having its registered office at 6, rue Eugène Ruppert, L - 2453 Luxembourg and registered with the Luxembourg Register of Commerce and Companies (“RCS”) under number B260306 (“*Sapphire ParentCo*”), represented by and acting through its managing general partner (*associé gérant commandité*) Sapphire General Partner S.à.r.l., a *société à responsabilité limitée* (private limited liability company) formed and existing under Luxembourg law, having its registered office at 6, rue Eugène Ruppert, L - 2453 Luxembourg and registered with the RCS under number B259390, MONITORUS HOLDING, LLC, a Delaware limited liability company (the “*Borrower*”), the subsidiaries of Sapphire ParentCo that are Guarantors or become Guarantors pursuant to Section 8.10 thereto, Main Street Capital Corporation (“*Lead Lender*”) and the other lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and ALTER DOMUS (US) LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”), and as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into a Revolving Credit, Term Loan and Delayed Draw Term Loan Agreement, dated as of May 24, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of May 24, 2022 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms Capitalized terms used herein without definition are used as

defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

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 the 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, in each instance, excluding the Excluded Collateral (the "*Trademark Collateral*"):

- (a) all of its Trademarks, 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 3. Guaranty and Security Agreement The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with and subject to 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Counterparts This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), 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. 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. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.11 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

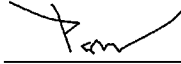
[SIGNATURE PAGES FOLLOW]

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TRADEMARK
REEL: 007733 FRAME: 0137

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.

CRITICAL MENTION, INC., as Grantor

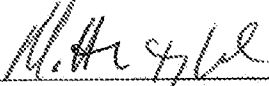
By: 
Name: Philip Anderson
Title: Chief Financial Officer and Treasurer

ONCLUSIVE, INC., as Grantor

By: 
Name: Philip Anderson
Title: Chief Financial Officer and Treasurer

ACCEPTED:

ALTER DOMUS (US) LLC, as Collateral Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registration No.	Mark	Owner	Status	Jurisdiction
3487373	Critical Mention	Critical Mention, Inc.	Registered	US
3725991	Critical Media	Critical Mention, Inc.	Registered	US
18591335	Onclusive	Onclusive, Inc.	Registered	EU
3716772	Onclusive	Onclusive, Inc.	Registered	UK
3107404	Media Watch Not-for-profit Competitor Monitoring (Word and Design)	Onclusive, Inc.	Registered	UK
5844395	Power of Voice	Onclusive, Inc.	Registered	US
5830371	Onclusive	Onclusive, Inc.	Registered	US
5693824	PR Attribution	Onclusive, Inc.	Registered	US