

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM157395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPLIED SYSTEMS, INC.		02/23/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	NOMURA CORPORATE FUNDING AMERICAS, LLC		
Street Address:	309 West 49th Street		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1916748	IVANS	
Registration Number:	3504741	EZLYNX	
Registration Number:	3642856	AGENTINSURE	
Registration Number:	3642837	AGENTINSURE	
Registration Number:	3688861	NEWSLYNX	
Registration Number:	4353367	EZLYNX	
Registration Number:	4696799	AGENCY PULSE	
Registration Number:	4881248	ACCOMPLISH MORE, FASTER	
Registration Number:	4943292	ONE PLATFORM	
Registration Number:	5107449	RETENTION CENTER	
Registration Number:	5136310	TECH CANARY	
Registration Number:	5136311		
Registration Number:	5595888	AGENCY INSIGHTS	
Registration Number:	5907516	DIGITAL AGENCY PLUS	
Registration Number:	6228813	APPLIED MARKETING AUTOMATION	
Registration Number:	6356653	EZLYNX CONNECT	
Registration Number:	6367919	IVANS NOW	
Registration Number:	6542174	INDIO	

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Property Type	Number	Word Mark
Registration Number:	6542188	I
Registration Number:	7071403	ASK KODIAK
Registration Number:	7057255	APPLIED PAY

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: 2128488077

Email: Zach.frankel@shearman.com,roque.rodriguez@shearman.com

Correspondent Name: Zach Frankel

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 40209-00006

NAME OF SUBMITTER: Roque Rodriguez

SIGNATURE: Roque Rodriguez

DATE SIGNED: 02/28/2024

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of February 23, 2024 (this “Agreement”), among APPLIED SYSTEMS, INC. (the “Grantor”) and NOMURA CORPORATE FUNDING AMERICAS, LLC in its capacity as Collateral Agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the First Lien Credit Agreement, dated as of February 23, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among ARROW INTERMEDIATE CORP., a Delaware corporation (“Holdings”), APPLIED SYSTEMS, INC., a Delaware corporation (the “Borrower”), the Lenders and Letter of Credit Issuers from time to time party thereto and NOMURA CORPORATE FUNDING AMERICAS, LLC, as Administrative Agent, Collateral Agent and Swingline Lenders and (b) the Amended and Restated First Lien Security Agreement, dated as of February 23, 2024 (the “Security Agreement”), by and among the Holdings, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders, the Swingline Lenders and the Letter of Credit Issuers have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is 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 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. 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 shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. SO LONG AS THE EQUAL PRIORITY INTERCREDITOR AGREEMENT IS OUTSTANDING, THE REQUIREMENT OF THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT TO DELIVER COLLATERAL TO THE AGENT (OR ANY REPRESENTATION OR WARRANTY HAVING THE EFFECT OF REQUIRING THE SAME) SHALL BE DEEMED SATISFIED (OR ANY SUCH REPRESENTATION OR WARRANTY SHALL BE DEEMED TRUE BY DELIVERY OF SUCH COLLATERAL TO THE CONTROLLING COLLATERAL AGENT (AS SUCH TERM IS DEFINED IN THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AS BAILEE OF, AND BEHALF OF, THE AGENT PURSUANT TO THE EQUAL PRIORITY INTERCREDITOR AGREEMENT).

[Signature Pages Follow]

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

APPLIED SYSTEMS, INC.

By: 
Name: Graham Blackwell
Title: Chief Financial Officer





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

NOMURA CORPORATE FUNDING AMERICAS,
LLC, as Collateral Agent

By: 
Name: Garrett F. Carpenter
Title: Managing Director

SCHEDULE I

Trademark Registrations and Trademark Applications

Trademark	App. No.	Registration No.	Owner
IVANS	74571712	1916748	Applied Systems, Inc.
EZLYNX	77399328	3504741	Applied Systems, Inc.
 AGENTinsure	77615523	3642856	Applied Systems, Inc.
Agentinsure	77614519	3642837	Applied Systems, Inc.
Newslynx	77686479	3688861	Applied Systems, Inc.
 EZLynx	85749641	4353367	Applied Systems, Inc.
Agency Pulse	86063895	4696799	Applied Systems, Inc.
Accomplish More, Faster	86649134	4881248	Applied Systems, Inc.
One Platform	86683507	4943292	Applied Systems, Inc.
Retention Center	86650316	5107449	Applied Systems, Inc.
Tech Canary	87060940	5136310	Applied Systems, Inc.
Tech Canary bird logo 	87060942	5136311	Applied Systems, Inc.
Agency Insights	86255260	5595888	Applied Systems, Inc.
Digital Agency Plus	88381974	5907516	Applied Systems, Inc.
Applied Marketing Automation	88381889	6228813	Applied Systems, Inc.
EZLynx Connect	88464434	6356653	Applied Systems, Inc.
IVANS NOW	88914098	6367919	Applied Systems, Inc.
Indio	88947541	6542174	Applied Systems, Inc.
"i" logo 	88952842	6542188	Applied Systems, Inc.
Ask Kodiak	97074175	7071403	Applied Systems, Inc.
Applied Pay	97367609	7057255	Applied Systems, Inc.