

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503092

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Claritas, LLC		12/21/2018	Corporation: DELAWARE
Latin Force Group LLC		12/21/2018	Limited Liability Company: DELAWARE
Barometric, Inc.		12/21/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Barings Finance LLC, as Collateral Agent
Street Address:	300 S. Tryon Street
Internal Address:	Suite 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4390399	ACCESS THE NEW MAINSTREAM
Registration Number:	5284063	AUDIENTIVITY
Registration Number:	3836584	CULTURECODE
Registration Number:	2847185	DIRECTARGET
Registration Number:	2427132	GEOSCAPE
Registration Number:	3487321	LATIN FORCE
Registration Number:	4345199	SU SAVVY UNIVERSITY
Registration Number:	4856913	BAROMETRIC
Registration Number:	3545958	BUSINESS-FACTS
Registration Number:	1443709	BUSINESS-FACTS
Registration Number:	1499354	CLARITAS
Registration Number:	2913465	CONNEXIONS
Registration Number:	2075237	FINANCIAL CLOUT
Registration Number:	1410464	POP-FACTS
Registration Number:	1410929	POP-FACTS
Registration Number:	2579244	CONSUMERPOINT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3029703	OPPORTUNITY FINDER
Registration Number:	3909845	PRIZM
Registration Number:	3824860	P\$YCLE
Registration Number:	2930745	CULTURE POINT MODEL
Registration Number:	4267240	SITEREPORTS
Serial Number:	87621603	CLARITAS

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: 7043432104
Email: twitcher@mcguirewoods.com
Correspondent Name: Terry L. Witcher, 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, Paralegal
SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	12/21/2018

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) dated December 21, 2018, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Barings Finance LLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, CLARITAS, LLC, a Delaware limited liability company (the “Borrower”) and CLARITAS HOLDINGS, INC., a Delaware corporation (“Holdings”), have entered into the Credit Agreement dated as of December 21, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, and the Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the making of L/C Credit Extensions by L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated December 21, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the “Trademark Collateral”);

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyright Collateral”);

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi) or elsewhere in the Loan Documents, the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and 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 incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK

WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT IN ANY OTHER JURISDICTION, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

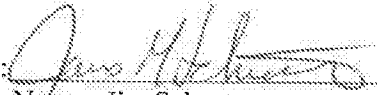
(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO

THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature Pages to Follow]

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

CLARITAS, LLC

By: 
Name: Jim Schuster
Title: Chief Financial Officer

Address for notices:
8044 Montgomery Road, Suite 445
Cincinnati, OH 45236

LATIN FORCE GROUP LLC

By: 
Name: Jim Schuster
Title: Chief Financial Officer

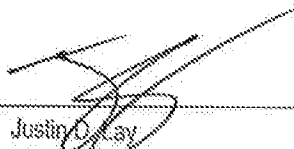
Address for notices:
2100 W. Flagler St., First Floor
Miami, FL 33135

BAROMETRIC, INC.

By: 
Name: Jim Schuster
Title: Chief Financial Officer and Secretary

Address for notices:
8044 Montgomery Road, Suite 445
Cincinnati, OH 45236

BARINGS FINANCE LLC,
as Collateral Agent

By: 
Name: Justin O. Gray
Title: Managing Director

Address for notices:

Barings Finance LLC
300 S. Tryon Street, Suite 2500
Charlotte, NC 28202

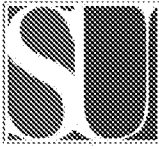
SCHEDULE A

Patent Collateral

Title	Country	Filing Date / Issue Date	Application / Registration No.	Grantor
Household level segmentation method and system	USA	September 23, 2008	US 7,428,526 B2	Claritas, LLC
Method and system for using customer preferences in real time to customize a commercial transaction	USA	April 12, 2005	US 6,879,960 B2	Claritas, LLC
Household level segmentation method and system	USA	January 29, 2013	US 8,364,678 B2	Claritas, LLC

SCHEDULE B

Trademark Collateral

Trademark	Country	Application / Reg. Number	Application / Reg. Date	Grantor
Access the New Mainstream	USA	4,390,399	08/27/2013	Latin Force Group LLC
Audientivity	USA	5,284,063	09/12/2017	Latin Force Group LLC
CultureCode	USA	3,836,584	08/24/2010	Latin Force Group LLC
DirectTarget	USA	2,847,185	06/01/2004	Latin Force Group LLC
Geoscape	USA	2,427,132	02/06/2001	Latin Force Group LLC
Latin Force	USA	3,487,321	08/19/2008	Latin Force Group LLC
 Savvy University SU SAVVY UNIVERSITY	USA	4,345,199	06/04/2013	Latin Force Group LLC
BAROMETRIC	USA	4856913	11/17/15	Barometric, Inc.
BUSINESS-FACTS	USA	3545958	12/16/2008	Claritas, LLC
BUSINESS-FACTS	USA	1443709	06/16/1987	Claritas, LLC
CLARITAS	USA	1499354	08/09/1988	Claritas, LLC
CONNEXIONS	USA	2913465	12/21/2004	Claritas, LLC
FINANCIAL CLOUT	USA	2075237	07/01/1997	Claritas, LLC
POP-FACTS	USA	1410464	09/23/1986	Claritas, LLC
POP-FACTS	USA	1410929	09/23/1986	Claritas, LLC
CONSUMERPOINT	USA	2579244	06/11/2002	Claritas, LLC
OPPORTUNITY FINDER	USA	3029703	12/13/2005	Claritas, LLC
PRIZM	USA	3909845	01/25/2011	Claritas, LLC
P\$YCLE	USA	3824860	07/27/2010	Claritas, LLC
CULTURE POINT MODEL	USA	2930745	03/08/2005	Claritas, LLC
SITEREPORTS	USA	4267240	01/01/2013	Claritas, LLC
CLARITAS	USA	87621603	09/25/2017	Claritas, LLC

SCHEDULE C

Copyright Collateral

Grantor	Title	Filing Date/Issue Date	Application/Registration Number
Claritas, LLC	Prizm	August 02, 1991	TX0003101904
Claritas, LLC	Prizm	August 02, 1991	TX0003101905
Claritas, LLC	Prizm	August 02, 1991	TX0003101906
Claritas, LLC	Prizm	August 02, 1991	TX0003101907
Claritas, LLC	Prizm	August 02, 1991	TX0003101908
Claritas, LLC	PRIZM-micro-cluster license	July 24, 1991	TX3086537
Claritas, LLC	Rezide: the national encyclopedia of residential ZIP code demography: [v.0-9]	November 19, 1984	TX1502300
Claritas, LLC	Rezide.: the national encyclopedia of residential ZIP code demography	May 8, 1985	CSN0060325