

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TDN2K, LLC		04/04/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	LEVEL STRUCTURED CAPITAL I, L.P.		
Street Address:	140 East 45th Street		
Internal Address:	Two Grand Central Tower		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3981951	BLACK BOX INTELLIGENCE	
Registration Number:	3717915	PEOPLE REPORT	
Registration Number:	4219697	THE RESTAURANT INDUSTRY SNAPSHOT	
Registration Number:	4548825	TDN2K	
Registration Number:	4656878	TRANSFORMING DATA INTO KNOWLEDGE	
Registration Number:	4713326	WHITE BOX SOCIAL INTELLIGENCE	
Registration Number:	5494223	RESTAURANT GUEST SATISFACTION SNAPSHOT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	614-280-3576		
Email:	jade.tanks@wolterskluwer.com		
Correspondent Name:	Jade Tanks		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Gloria Sheehan		

OP \$190.00 3981951

SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	04/05/2019
Total Attachments: 10 source=SScanStatio19040511050#page1.tif source=SScanStatio19040511050#page2.tif source=SScanStatio19040511050#page3.tif source=SScanStatio19040511050#page4.tif source=SScanStatio19040511050#page5.tif source=SScanStatio19040511050#page6.tif source=SScanStatio19040511050#page7.tif source=SScanStatio19040511050#page8.tif source=SScanStatio19040511050#page9.tif source=SScanStatio19040511050#page10.tif	

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
TDN2K, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Limited Liability Company

Citizenship: TX
 Execution Date(s) April 4, 2019
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 No

Additional names, addresses, or citizenship attached?
 Yes
 No

Name: LEVEL STRUCTURED CAPITAL I, L.P.

Internal Address:
 Street Address: Two Grand Central Tower, 140 East 45th Street

City: New York
 State: NY
 Country: USA Zip: 10017

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Intellectual Property Security Agreement

Association Citizenship:
 General Partnership Citizenship:
 Limited Partnership Citizenship: DE
 Corporation Citizenship:
 Other Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.
 A. Trademark Application No.(s) See Attached Schedule 1
 B. Trademark Registration No.(s) See Attached Schedule 1
 Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

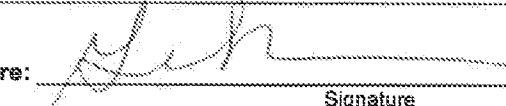
5. Name address of party to whom correspondence concerning document should be mailed:
 Name: Susan O'Brien

Internal Address: CT Lien Solutions
 Street Address: 187 Wolf Road, Suite 101
 City: Albany
 State: NY Zip: 12205
 Phone Number: 800-342-3676
 Fax Number: 800-962-7049
 Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 a. Credit Card Last 4 Numbers
 Expiration Date
 b. Deposit Account Number
 Authorized User Name:

9. Signature: 
 Signature
 Date: April 5, 2019
 Total number of pages including cover sheet, attachments, and document: 10
 Name of Person Signing: Gloria Sheehan

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of April 4, 2019, by TDN2K, LLC, a Texas limited liability company ("Grantor"), is made in favor of LEVEL STRUCTURED CAPITAL I, L.P., a Delaware limited partnership (together with its successors and assigns, "Lender"):

WITNESSETH

WHEREAS, Grantor and Lender are parties to that certain Loan Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, pursuant to that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has (i) granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement and (ii) agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Security Agreement, and the respective terms and provisions thereof are hereby incorporated in their entirety by this reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein, and the provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein or in the Security Agreement. The rights and remedies of Lender with respect to the IP Collateral (as defined below) are as provided by the Loan Agreement, the Security Agreement, and the other Loan Documents, and, subject to Section 9 below, nothing in this Agreement shall be deemed to limit such rights and remedies. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights" and, collectively, the "IP Collateral") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Authorization to Record. Grantor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other government officials, as applicable, to record and register this Agreement upon request by Lender.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

5. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

7. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

8. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 10.3 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TDN2K, LLC

By: 

Name: Kevin Wheeler

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006610 FRAME: 0307

Agreed and Accepted
as of the date first written above:

LEVEL STRUCTURED CAPITAL I, L.P.

By: Level Structured Capital I (GP), L.P., its general partner

By: Level Structured Capital Associates I, LLC, its general partner



Name: Barry Osherow

Title: Authorized Signatory

SCHEDULE I

(a) Patents and Patent Licenses

Grantor	Patent	Registration Date	Patent Number
N/A	N/A	N/A	N/A

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Date	Registration Number
TDn2K, LLC	BLACK BOX INTELLIGENCE	3,981,951	06/21/2011
TDn2K, LLC	PEOPLE REPORT	3,717,915	12/01/2009
TDn2K, LLC	THE RESTAURANT REPERISTRY SNAPSHOT	4,219,697	10/02/2012
TDn2K, LLC	TDN2K	4,548,825	06/10/2014
TDn2K, LLC	TRANSFORMING DATA INTO KNOWLEDGE	4,656,878	12/16/2014
TDn2K, LLC	WHITE BOX SOCIAL INTELLIGENCE	4,713,326	03/31/2015
TDn2K, LLC	RESTAURANT GUEST SATISFACTION SNAPSHOT	5,494,223	06/12/2018

(c) Copyrights and Copyright Licenses

Grantor	Copyright	Registration Date	Registration Number
N/A	N/A	N/A	N/A

[Schedule I to Intellectual Property Security Agreement

POWER OF ATTORNEY

April 4, 2019

TDN2K, LLC, a Texas limited liability company ("Grantor"), hereby authorizes LEVEL STRUCTURED CAPITAL I, L.P., its successors and assigns, and any officer or agent thereof ("Lender") under that certain Loan Agreement between Lender and Grantor dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[Schedule 1 to Intellectual Property Security Agreement

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date first written above.

TDN2K, LLC

By: 

Name: Keri S. Wheeler

Title: CEO

[ACKNOWLEDGMENT PAGE FOLLOWS]

[Signature Page to Power of Attorney to Intellectual Property Security Agreement]

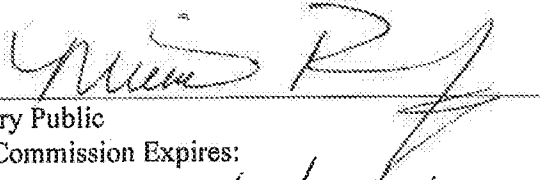
TRADEMARK
REEL: 006610 FRAME: 0311

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Texas :
COUNTY OF Dallas :

SS

On this 3 day of Apr. 2019 before me personally appeared Kevin Wheeler to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of TDN2K, LLC, that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.


Notary Public

My Commission Expires:

09/17/2021

