

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569667

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900539878

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allegiance Software, Inc.		03/02/2020	Corporation: DELAWARE
MaritzCX Research LLC		03/02/2020	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4538799	BONFIRE
Registration Number:	4603257	CREATE CUSTOMERS FOR LIFE
Registration Number:	4012263	CUSTOMERPULSE
Registration Number:	4012259	CUSTOMERVOICE
Registration Number:	4959267	CX CAFÉ
Registration Number:	5007392	CXEVOLUTION
Registration Number:	5019469	CXFORUM
Registration Number:	5249976	CXFUEL
Registration Number:	5062094	CXFUSION
Registration Number:	5038152	CXSTANDARDS
Registration Number:	4012264	EMPLOYEEPULSE
Registration Number:	4012261	EMPLOYEEVOICE
Registration Number:	5886985	ENVY AWARDS
Registration Number:	5124983	MOBILECX
Registration Number:	4313040	SMARTPROBE
Registration Number:	5147457	SOCIALCX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4012266	SOCIALVOICE
Registration Number:	4310703	SPOTLIGHT
Registration Number:	4356992	CAPELLA
Registration Number:	2691626	DEALERPULSE
Serial Number:	88038780	PROCX

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (074658-19007 ND)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-19007
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	03/31/2020

Total Attachments: 15
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of March 2, 2020, by Allegiance Software, Inc., a Delaware corporation ("Allegiance"), and MaritzCX Research LLC, a Missouri limited liability company ("Maritz Research", and together with Allegiance, collectively, "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent for the Lenders defined below (in such capacity, the "Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of May 10, 2019 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among (1) ICE Intermediate, Inc., a Delaware corporation ("Holdings"), (2) ICE Merger Sub, Inc., a Delaware corporation (the "Initial Borrower"), (3) following consummation of the Merger, INMOMENT, INC., a Utah corporation ("InMoment" and as successor to the Initial Borrower by operation of law, "Borrower"), (4) such other Persons as may hereafter become Borrowers thereunder, (5) the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders" and each individually a "Lender") and (6) Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in order to induce Lenders and Agent into that certain First Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, Grantor has provided, or will provide, to Agent, for the benefit of the Lenders, that certain Joinder, dated as of the date hereof, by which Grantor became party to that certain Guaranty and Suretyship Agreement, dated as of May 10, 2019 (as amended, restated, supplemented or otherwise modified from time to time, including schedules thereto, the "Guaranty"), pursuant to which Grantor has, among other things, guaranteed to Agent and Lenders the payment and performance of all "Guaranteed Obligations" as defined in the Guaranty (the "Guaranteed Obligations"). As further inducement to Agent and Lenders, Grantor has agreed to secure its Guaranteed Obligations under and as defined in the Guaranty under the terms of that certain Pledge and Security Agreement, dated as of May 10, 2019 (as amended, restated, supplemented or otherwise modified from time to time, including schedules thereto, the "Security Agreement"); and

WHEREAS, pursuant to each of Section 7.12 of the Credit Agreement and the Guaranty, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Guaranteed Obligations, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant, pursuant to the Security Agreement, of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, and in all cases excluding any Excluded Property (collectively, the "IP Collateral"):

(a) all of Grantor's copyrights and copyright applications (collectively, "Copyrights"), including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor's patents and patent applications (collectively, "Patents"), including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions, as applicable, of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Guaranteed Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Guaranteed Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Guaranty.

4. CREDIT AGREEMENT AND SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise

specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

ALLEGIANCE SOFTWARE, INC.

By: Matthew Hardy
Name: Matthew Hardy
Title: Chief Financial Officer

MARITZCX RESEARCH LLC

By: Matthew Hardy
Name: Matthew Hardy
Title: Chief Financial Officer

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Patents and Patent Applications

<u>Title</u>	<u>Inventors and Assignee</u>	<u>Jurisdiction</u>	<u>Patent Number</u>	<u>Issue Date</u>
System and Method for Populating a Database with User Input	Inventors: Phil Butterfield, Karel Mette and Allen Porter Assignee: MaritzCX Research LLC	US	10,235,680	March 19, 2019
Data Encoding for Analysis Acceleration	Inventors: Brett J. Lyman, Jason H. Taylor and Alberto F. Nevarez Assignee: Allegiance Software, Inc.	US	8,902,086	December 2, 2014

<u>Title</u>	<u>Inventors and Assignee</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>
Backend Data Aggregation System and Method	Inventors: Bruce Arnett, Daniel Korzeniewski, Zackery Walker and Devin Martin Assignee: MaritzCX Research LLC	U.S.	16/747,829	January 21, 2020

II. Trademarks and Trademark Applications

Mark	Record Owner	Jurisdiction	Registration Number	Registration Date
BONFIRE	Allegiance Software, Inc.	US	4538799	May 27, 2014
CREATE CUSTOMERS FOR LIFE	Allegiance Software, Inc.	US	4603257	September 9, 2014
CUSTOMERPULSE	Allegiance Software, Inc.	US	4012263	August 16, 2011
CUSTOMERVOICE	Allegiance Software, Inc.	US	4012259	August 16, 2011
CX CAFÉ	MaritzCX Research LLC	US	4959267	May 17, 2016
CXEVOLUTION	MaritzCX Research LLC	US	5007392	July 26, 2016
CXFORUM	MaritzCX Research LLC	US	5019469	August 9, 2016
CXFUEL	MaritzCX Research LLC	US	5249976	July 25, 2017
CXFUSION	MaritzCX Research LLC	US	5062094	October 18, 2016
CXSTANDARDS	MaritzCX Research LLC	US	5038152	September 6, 2016
EMPLOYEEPULSE	Allegiance Software, Inc.	US	4012264	August 16, 2011
EMPLOYEEVOICE	Allegiance Software, Inc.	US	4012261	August 16, 2011
ENVY AWARDS	MaritzCX Research LLC	US	5886985	October 15, 2019
MOBILECX	Allegiance Software, Inc.	US	5124983	January 17, 2017
SMARTPROBE	MaritzCX Research LLC	US	4313040	April 2, 2013

Mark	Record Owner	Jurisdiction	Registration Number	Registration Date
SOCIALCX	MaritzCX Research LLC	US	5147457	February 21, 2017
SOCIALVOICE	Allegiance Software, Inc.	US	4012266	August 16, 2011
SPOTLIGHT	Allegiance Software, Inc.	US	4310703	March 26, 2013
CAPELLA	MaritzCX Research LLC	US	4356992	June 25, 2013
DEALERPULSE	MaritzCX Research LLC	US	2691626	February 25, 2003

Mark	Record Owner	Jurisdiction	Application Number	Filing Date
PROCX	MaritzCX Research LLC	US	88/038,780	July 16, 2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566646

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allegiance Software, Inc.		03/02/2020	Corporation: DELAWARE
MaritzCX Holdings LLC		03/02/2020	Limited Liability Company: DELAWARE
MaritzCX Research LLC		03/02/2020	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

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Registration Number:	5886985	ENVY AWARDS
Registration Number:	5124983	MOBILECX
Registration Number:	4313040	SMARTPROBE

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TRADEMARK

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

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WHEREAS, in order to induce Lenders and Agent into that certain First Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, Grantor has provided, or will provide, to Agent, for the benefit of the Lenders, that certain Joinder, dated as of the date hereof, by which Grantor became party to that certain Guaranty and Suretyship Agreement, dated as of May 10, 2019 (as amended, restated, supplemented or otherwise modified from time to time, including schedules thereto, the “Guaranty”), pursuant to which Grantor has, among other things, guaranteed to Agent and Lenders the payment and performance of all “Guaranteed Obligations” as defined in the Guaranty (the “Guaranteed Obligations”). As further inducement to Agent and Lenders, Grantor has agreed to secure its Guaranteed Obligations under and as defined in the Guaranty under the terms of that certain Pledge and Security Agreement, dated as of May 10, 2019 (as amended, restated, supplemented or otherwise modified from time to time, including schedules thereto, the “Security Agreement”); and

WHEREAS, pursuant to each of Section 7.12 of the Credit Agreement and the Guaranty, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

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

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2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Guaranteed Obligations, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant, pursuant to the Security Agreement, of a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, and in all cases excluding any Excluded Property (collectively, the “IP Collateral”):

(a) all of Grantor’s copyrights and copyright applications (collectively, “Copyrights”), including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor's patents and patent applications (collectively, "Patents"), including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions, as applicable, of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Guaranteed Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Guaranteed Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Guaranty.

4. CREDIT AGREEMENT AND SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

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[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

ALLEGIANCE SOFTWARE, INC.

By: Matthew Hardy
Name: Matthew Hardy
Title: Chief Financial Officer

MARITZCX RESEARCH LLC

By: Matthew Hardy
Name: Matthew Hardy
Title: Chief Financial Officer

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Patents and Patent Applications

<u>Title</u>	<u>Inventors and Assignee</u>	<u>Jurisdiction</u>	<u>Patent Number</u>	<u>Issue Date</u>
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