

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592338

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (1L) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Verus Analytics LLC | | 08/14/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Goldman Sachs Lending Partners LLC | | |
| Street Address: | 200 West street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10282 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5684261 | KNOW YOUR TAXPAYER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123108007 | | |
| <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: | 2123108000 | | |
| Email: | juan.arias@weil.com | | |
| Correspondent Name: | Meghan Bell | | |
| Address Line 1: | Weil, Gotshal & Manges LLP | | |
| Address Line 2: | 767 Fifth Avenue | | |
| Address Line 4: | New York, NEW YORK 10153 | | |
| ATTORNEY DOCKET NUMBER: | Meghan Bell - 71620.0155 | | |
| NAME OF SUBMITTER: | MEGHAN BELL | | |
| SIGNATURE: | /MEGHAN BELL/ | | |
| DATE SIGNED: | 08/17/2020 | | |
| Total Attachments: 5 | | | |
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of August 14, 2020, is made by Verus Analytics LLC, a Delaware limited liability company (the “Grantor”), in favor of Goldman Sachs Lending Partners LLC, as collateral agent (in such capacity, the “Agent”) in connection with that certain First Lien Credit Agreement, dated as of April 9, 2020 (as amended by the First Joinder Agreement, dated as of July 1, 2020, by and among Goldman Sachs Lending Partners LLC, as the new term loan lender, the Borrower, and Goldman Sachs Lending Partners LLC, as the administrative agent, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Deerfield Dakota Holding, LLC, a Delaware limited liability company (the “Borrower”), Duff & Phelps Midco Corporation, a Delaware corporation, Duff & Phelps Holdings Corporation, a Delaware corporation, the Lenders from time to time party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swing Line Lender to make Swingline Loans and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Supplement No.1 to the Security Agreement, dated as of August 14, 2020, pursuant to which the Grantor has become a Subsidiary Grantor to that certain Security Agreement, dated as of April 9, 2020 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective loans to the Borrower, the Letter of Credit Issuers to issue their respective Letters of Credit and the Swingline Lender to extend Swingline Loans under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a Lien on and Security Interest in all of the Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided, that applications in the United States Patent and Trademark Office to register

trademarks or service marks on the basis of the Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Security Interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VERUS ANALYTICS LLC,
as the Grantor

By: 

Name: Christopher Matteson
Title: Assistant Secretary

[Signature Page for Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007023 FRAME: 0876

GOLDMAN SACHS LENDING PARTNERS LLC,
as the Agent

By: 
Name: Robert Eludin
Title: Authorized Signatory

[Signature Page for Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

U.S. Registered Trademarks:

| Company | Trademark | Application or Registration No. | Filing Date | Registration Date |
|---------------------|--------------------------|--|--------------------|--------------------------|
| Verus Analytics LLC | KNOW YOUR TAXPAYER | 5684261 | 05/31/2018 | 02/26/2019 |

Trademark Applications: None.