

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625332

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|---|---|---------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement Supplement (2L) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| J.D. Power | | 02/05/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Cortland Capital Market Services LLC, as Collateral Agent | | |
| Street Address: | 225 W. Washington Street | | |
| Internal Address: | 9th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85707682 | ALG | |
| Serial Number: | 85707671 | | |
| Serial Number: | 85707689 | TOMORROW'S INSIGHTS TODAY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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: | 2129061209 | | |
| Email: | JESSICA.BAJADA-SILVA@LW.COM | | |
| Correspondent Name: | LATHAM & WATKINS LLP, C/O JESSICA BAJADA | | |
| Address Line 1: | 885 Third Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 045777-0133 | | |
| NAME OF SUBMITTER: | Jessica Bajada-Silva | | |
| SIGNATURE: | /s/ Jessica Bajada-Silva | | |
| DATE SIGNED: | 02/09/2021 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (“*IP Security Agreement Supplement*”) dated February 5, 2021, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of CORTLAND CAPITAL MARKET SERVICES LLC (“*Cortland*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Amended Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Amended Credit Agreement referred to below).

WHEREAS, BOOST INTERMEDIATE HOLDINGS II, LLC, a Delaware limited liability company (“*Holdings*”), PROJECT BOOST PURCHASER, LLC, a Delaware limited liability company (“*Borrower*”), each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Cortland, as administrative agent and Collateral Agent, entered into that certain First Incremental Amendment to Senior Secured Second Lien Credit Agreement, dated as of December 16, 2019 (the “*Amendment*”) and that certain Senior Secured Second Lien Credit Agreement, dated as of May 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”, and as amended by the Amendment, the “*Amended Credit Agreement*”). Terms defined in the Amended Credit Agreement and not otherwise defined herein are used herein as defined in the Amended Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor party thereto has executed and delivered that certain Second Lien Security Agreement, dated as of May 30, 2019 made by the grantors party thereto from time to time to the Collateral Agent (as supplemented by that certain Second Lien Security Agreement Supplement, dated as of December 16, 2019, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Trademark Security Agreement, dated as of May 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, *inter alia*, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the Grantor’s right, title and interest in and to the following, except for any Excluded Property, whether now existing or hereafter arising or acquired from time to time (the “*Additional Collateral*”):

The Trademark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby;

(i) 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;

(ii) all 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, and the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and injunctive relief; and

(iii) 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 foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement Schedules. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Execution in Counterparts. This IP Security Agreement Supplement 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.

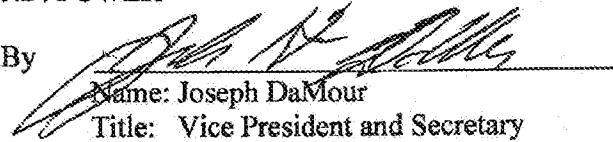
SECTION 6. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional 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 or inconsistency between this IP Security Agreement Supplement and the Security Agreement, the Security Agreement shall control.

SECTION 7. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Amended Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

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

J.D. POWER

By


Name: Joseph DaMour
Title: Vice President and Secretary

Acknowledged by:

CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent

By: Matthew Trybula

Name: Matthew Trybula

Title: Associate Counsel

Schedule A

Trademark registrations and applications

| Trademark Name | Status | Classes | Filing Date | Appl No. | Reg. Date | Reg. No. |
|---------------------------|------------|----------------|-------------|----------|-------------|----------|
| ALG | Registered | 35, 39, 41, 42 | Aug 20 2012 | 85707682 | Nov 5 2013 | 4427622 |
| ALG GLOBE DESIGN | Registered | 35, 39, 41, 42 | Aug 20 2012 | 85707671 | Jul 15 2014 | 4568886 |
| TOMORROW'S INSIGHTS TODAY | Registered | 35, 39, 41, 42 | Aug 20 2012 | 85707689 | Dec 16 2014 | 4656677 |