TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM632045

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Topbox, Inc.		03/15/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs BDC, Inc., as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	6274507	BRAND EXPERIENCE SCORE
Registration Number:	6178223	TOPBOX
Registration Number:	6128548	CHURN JOURNEY
Registration Number:	5140625	TOPBOX
Serial Number:	88884769	BXS

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com Latham & Watkins LLP **Correspondent Name:** Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	055771-0004
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	03/15/2021

Total Attachments: 5

source=Khoros - TopBox Joinder - TMSA Executed#page1.tif

TRADEMARK REEL: 007221 FRAME: 0454

900602450

source=Khoros - TopBox Joinder - TMSA Executed#page2.tif
source=Khoros - TopBox Joinder - TMSA Executed#page3.tif
source=Khoros - TopBox Joinder - TMSA Executed#page4.tif
source=Khoros - TopBox Joinder - TMSA Executed#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 15, 2021 (this "Trademark Security Agreement"), is made by the signatory hereto listed under "Pledgor" (the "Pledgor"), in favor of Goldman Sachs BDC, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of October 3, 2017 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Zeus Jointco Holdco, LLC, a Delaware limited liability company ("Holdings"), Khoros, LLC, a Delaware limited liability company (the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):
- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on <u>Schedule 1</u> attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
 - (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Recordation</u>. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. <u>Governing Law</u>. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

[Remainder of this page intentionally left blank]

US-DOCS\121937135.3

IN WITNESS WHEREOF , each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

TOPBOX, INC.,

a Delaware corporation

By: _______Name: John Blaha

Title: President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS BDC, INC.,

dan you

as Collateral Agent

By:

Name: David Yu

Title: Authorized Signatory

$\begin{array}{c} \text{SCHEDULE 1} \\ \text{to} \\ \\ \text{TRADEMARK SECURITY AGREEMENT} \end{array}$

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
TOPBOX, INC. (DE)	BRAND EXPERIENCE SCORE	6274507
TOPBOX, INC. (DE)	TOPBOX	6178223
TOPBOX, INC. (DE)	CHURN JOURNEY	6128548
TOPBOX, INC. (DE)	TOPBOX TopBox	5140625

United States Trademark Applications:

OWNER		APPLICATION NUMBER
TOPBOX, INC. (DE)	BXS	88884769

US-DOCS\121937135.3

RECORDED: 03/15/2021