

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corsearch, Inc.		04/19/2021	Corporation: DELAWARE
MARKETLY LLC		04/19/2021	Limited Liability Company: WASHINGTON
Principium TMW LLC		04/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5189395	CORSEARCH FOCUS	
Registration Number:	1332619	CORSEARCH	
Registration Number:	4730098	CORSEARCH	
Registration Number:	4808329	MARKETLY	
Registration Number:	5753009	LIGHTSHIP	
Serial Number:	88889787	CORSEARCH	
Serial Number:	88980555	WE ARE CORSEARCH	
Serial Number:	88980554	CORSEARCH	
Serial Number:	88980553	C	
Serial Number:	88980552	C YOUR BRAND. OUR MISSION.	
Serial Number:	88980551	YOUR BRAND. THE CORSEARCH MISSION.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		

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TRADEMARK

Email: ssheesley@kslaw.com
Correspondent Name: Steven Sheesley
Address Line 1: 1180 Peachtree Street NE
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 18876.515146

NAME OF SUBMITTER: Steven Sheesley

SIGNATURE: //Steven Sheesley//

DATE SIGNED: 04/19/2021

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated April 19, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Antares Capital LP, as Collateral Agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Foreigner Bidco Inc., a Delaware corporation (the “Parent Borrower”) has entered into the Credit Agreement, dated as of April 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), together with Foreigner Intermediate Inc., a Delaware corporation (“Holdings”), each Additional Borrower (as defined therein), each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), and Antares Capital LP, as term facilities administrative agent (in such capacity, together with any successor administrative agent, the “Term Facilities Administrative Agent”) and Collateral Agent, DNB Bank ASA, as the revolving credit facilities administrative agent and the other agents and parties from time to time party thereto. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the issuance of Letters of Credit by the L/C Issuers from time to time, the entry by the Hedge Banks into Secured Hedge Agreements from time to time and the entry by the Cash Management Banks into Secured Cash Management Agreements from time to time, each Grantor has executed and delivered that certain Security Agreement, dated April 19, 2021, among the Grantors and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of all of the Obligations when due, the undersigned hereby unconditionally grants and pledges to the Collateral Agent and, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, and liens on, the undersigned’s right, title and interest in and to the Collateral, other than Excluded Property, in each case, as to each type of property described below, whether now existing or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the “Collateral”):

- (i) all patents, patent applications, utility models and statutory invention registrations and all inventions or designs claimed or disclosed therein and all improvements thereto, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

(ii) all trademark registrations and trademark registration applications, all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, including, without limitation, those set forth in Schedule B hereto (provided that no lien or security interest is or shall be granted in any United States "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use application (or any registration that may issue therefrom) under applicable law, rule or regulation), together, in each case, with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), and internet website content, whether registered or unregistered, including, without limitation, those set forth in Schedule C hereto (the "Copyrights");

(iv) all intellectual property rights in computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing ("Computer Software");

(v) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration at the U.S. Patent and Trademark Office, together with all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, as applicable;

(vi) all agreements relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party, including, without limitation, exclusive licenses under U.S. registered copyrights (including, without limitation, such exclusive licenses that are set forth in Schedule C hereto) ("IP Agreements");

(vii) 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, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(viii) 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 Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to

time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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 between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE PARENT BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION

THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.


(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT; OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 7. Execution in Counterparts.

This IP Security Agreement 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement. The words "execution," "signed," "signature," and words of like import in this IP Security Agreement, in any document to be signed in connection with this IP Security Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.


CORSEARCH, INC.

By: 

Name: Satoru Ogawa

Title: Chief Financial Officer, Treasurer &
Secretary

MARKETLY LLC

By: 

Name: Satoru Ogawa

Title: Chief Financial Officer, Treasurer &
Secretary


PRINCIPIUM TMW LLC

By: 

Name: Satoru Ogawa

Title: Chief Financial Officer, Treasurer &
Secretary

ANTARES CAPITAL LP,
as Collateral Agent

By: 

Name: Bhoomik Rokadia
Title: Duly Authorized Signatory

**Schedule A
Patents**

REGISTERED PATENTS:

Country	Patent No.	Filing Date	Title	Status	Listed Owner of Record
U.S.	D852,821	05-17-2018	PORTION OF DISPLAY PANEL WITH A GRAPHICAL USER INTERFACE	Issued	Corsearch, Inc.
U.S.	D819,066	05-05-2016	DISPLAY PANEL WITH A GRAPHICAL USER INTERFACE	Issued	Corsearch, Inc.
U.S.	10,437,845	05-05-2016	SYSTEM AND METHOD FOR DISPLAYING SEARCH RESULTS FOR A TRADEMARK QUERY IN AN INTERACTIVE GRAPHICAL REPRESENTATION	Issued	Corsearch, Inc.
U.S.	9,892,415	04-02-2015	AUTOMATIC MERCHANT-IDENTIFICATION SYSTEMS AND METHODS	Issued	MARKETLY LLC
U.S.	10,942,973	03-09-2021	AUTOMATICALLY GENERATING AND EVALUATING CANDIDATE TERMS FOR TRADEMARK CLEARANCE	Issued	Corsearch, Inc.
U.S.	10,942,973	05-20-2017	AUTOMATICALLY GENERATING AND EVALUATING CANDIDATE TERMS FOR TRADEMARK CLEARANCE	Issued	CORSEARCH, INC.

PATENT APPLICATIONS:

None.

Schedule B
Trademarks

REGISTERED TRADEMARKS:

Image	Trademark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Listed Owner of Record
	CORSEARCH FOCUS	US	Registered	87/040,709	5/17/2016	5,189,395	4/25/2017	Corsearch, Inc.
	CORSEARCH	US	Registered	73/489,431	7/11/1984	1,332,619	4/23/1985	Corsearch, Inc.
	CORSEARCH	US	Registered	86/193,869	2/14/2014	4,730,098	5/5/2015	Corsearch, Inc.
	MARKETLY	US	Registered	86/526,070	2/5/2015	4,808,329	9/8/2015	MARKETLY LLC
	LIGHTSHIP	US	Registered	87/914,088	5/9/2018	5,753,009	5/4/2019	Ladas & party LLP (Assigned to Principium TMW LLC)

TRADEMARK APPLICATIONS:




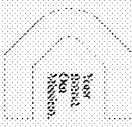
Image	Trademark	Country	Status	App. No.	App. Date	Listed Owner of Record
	CORSEARCH and Design	US	Pending	88/889,787	4/27/2020	Corsearch, Inc.
	WE ARE CORESEARCH	US	Pending	88/980,555	4/27/2020	Corsearch, Inc.
	CORSEARCH	US	Pending	88/980,554	4/27/2020	Corsearch, Inc.

Image	Trademark	Country	Status	App. No.	App. Date	Listed Owner of Record
	C (Stylized)	US	Pending	88/980,553	4/27/2020	Corsearch, Inc.
	C YOUR BRAND. OUR MISSION.	US	Pending	88/980,552	5/12/2020	Corsearch, Inc.
	YOUR BRAND. THE CORSEARCH MISSION.	US	Pending	88/980,551	5/12/2020	Corsearch, Inc.

Schedule C

Copyrights

None.