

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Internet Securities, LLC		05/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Management Limited		
Street Address:	10 New Burlington Street, 6th Floor		
City:	London		
State/Country:	ENGLAND		
Postal Code:	W1S 3BE		
Entity Type:	Private Company Limited By Shares: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6148108	ISI EMERGING MARKETS GROUP	
Registration Number:	6263600	EMIS	
Registration Number:	6348439	CEIC	
Registration Number:	6136762	ISI	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Greta D. Feldman of Hogan Lovells US LLP		
Address Line 1:	8350 Broad Street, 17th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP		
SIGNATURE:	/Greta D. Feldman/		
DATE SIGNED:	05/25/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2021, by the Grantor listed on the signature page hereof (the "**Grantor**"), in favor of Ares Management Limited, in its capacity as security agent for the benefit of the Beneficiaries (as defined in the Security Agreement (as hereinafter defined)), as secured party (in such capacity and together with any successors in such capacity, the "**Security Agent**").

RECITALS

The Parent, Echo Bidco Limited (the "**Company**"), the companies listed as Original Borrowers, the companies listed as Original Guarantors, including the Original Grantor, the Security Agent, each of the Senior Finance Parties and others have entered into that certain Senior Facilities Agreement dated as of December 8, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Facilities Agreement**").

On or about the date hereof, the Original Grantor has acceded to the Facilities Agreement as an Additional Guarantor.

The Grantor has, pursuant to the Facilities Agreement, irrevocably and unconditionally guaranteed the payment and performance of the Secured Sums (as defined in the Security Agreement).

It is a condition to (i) the obligations of the Lenders and the Issuing Bank to make loans and issue letters of credit, respectively, under the Facilities Agreement and (ii) the performance of the obligations of the Hedge Counterparties under the Hedging Agreements that the Grantor executes and delivers, as applicable, the Finance Documents, including that certain Security Agreement, dated May 21, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Original Grantor, the other Grantors named therein from time to time, and the Security Agent.

Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Security Agent, for itself and for the Beneficiaries, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in (or incorporated by reference in) the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance in full of all the Secured Sums, whether now existing or arising hereafter, the Grantor hereby grants to the Security Agent, on behalf of itself and the Beneficiaries, a continuing security interest in and Lien on all right, title and interest of the Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of the Trademarks and Intellectual Property Licenses of Trademarks to which it is a party, including, but not limited to, those expressly listed on Schedule I attached hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of the foregoing or (ii) injury to the goodwill associated with the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Security Agent, on behalf of itself and the Beneficiaries, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Security 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes the Security Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Security Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in counterparts and by different Parties on different counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic mail transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

6. EFFECTIVENESS. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of it shall have been delivered to the Security Agent and a counterpart hereof shall have been executed on behalf of the Security Agent. This Trademark Security Agreement shall remain in full force and effect, subject to release and/or termination as set forth herein or in the other Finance Documents.

7. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

8. CONSTRUCTION This Trademark Security Agreement is a Finance Document.

[Signature Page to Trademark Security Agreement]

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

Internet Securities, LLC

DocuSigned by:

Jonathan Gardiner

By:


Name: Jonathan Gardiner

Title: Vice President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

ARES MANAGEMENT LIMITED, as Security Agent

By: 
Name: John Atherton
Title: Authorised Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Trademark	Application Date	Application Number	Registration Date	Registration Number
Internet Securities, LLC	ISI EMERGING MARKETS GROUP	8/1/2018	88060806	9/8/2020	6148108
Internet Securities, LLC	EMIS	4/6/2018	87866029	2/9/2021	6263600
Internet Securities, LLC	CEIC	4/6/2018	87866018	5/11/2020	6348439
Internet Securities, LLC	ISI	4/6/2018	87866121	8/25/2020	6136762

Trademark Licenses

None.