

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656417

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|--|
| GADDIS PARTNERS, LTD. | | 06/28/2021 | Corporation: TEXAS |
| KELTON RESEARCH, LLC | | 06/28/2021 | Limited Liability Company: CALIFORNIA |
| INTERVIEWING SERVICE OF AMERICA, LLC | | 06/28/2021 | Corporation: CALIFORNIA |
| ALTA COMMUNICATIONS, INC. | | 06/28/2021 | Corporation: PENNSYLVANIA |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | AUDAX PRIVATE DEBT LLC |
| Street Address: | 101 HUNTINGTON AVENUE |
| Internal Address: | 25TH FLOOR |
| City: | BOSTON |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02199 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 21

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------|
| Registration Number: | 2596052 | SALT BRANDING |
| Registration Number: | 2671901 | SALT |
| Registration Number: | 4291377 | SALT BRANDING |
| Registration Number: | 4291378 | SALT |
| Registration Number: | 4348008 | SALT BE ESSENTIAL |
| Registration Number: | 5335702 | BE. LEAD. DO! |
| Registration Number: | 5335701 | BE. LEAD. DO! |
| Registration Number: | 4936468 | CX MASTERS |
| Registration Number: | 4959817 | CX MASTERS |
| Registration Number: | 5801171 | FUTURE READY IMPACT |
| Registration Number: | 4820599 | STRATIVITY |
| Registration Number: | 4820600 | STRATIVITY |
| Registration Number: | 5713142 | TOUCHPOINT DASHBOARD |

CH \$540.00 2596052

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 4775309 | UNLOCK EXCEPTIONAL |
| Registration Number: | 4902479 | CUSTOMER BOARDROOM |
| Registration Number: | 4478436 | ICANMAKEITBETTER |
| Registration Number: | 3187190 | KNOWLEDGE STUDIO |
| Registration Number: | 3271905 | SENTIENT SERVICES |
| Registration Number: | 3258021 | SENTIENT S SERVICES |
| Registration Number: | 4927292 | KILLER |
| Registration Number: | 4921951 | KILLER INFOGRAPHICS |

CORRESPONDENCE DATA

Fax Number: 3105572193
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.
Phone: 310-557-2900
Email: KLATHROP@PROSKAUER.COM
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

| | |
|--------------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | 12068.024 |
| NAME OF SUBMITTER: | Kimberley A. Lathrop |
| SIGNATURE: | /Kimberley A. Lathrop/ |
| DATE SIGNED: | 06/28/2021 |

Total Attachments: 6

source=Audax-LRW - 2L Trademark Security Agreement (June 2021) (EXECUTED)#page1.tif
source=Audax-LRW - 2L Trademark Security Agreement (June 2021) (EXECUTED)#page2.tif
source=Audax-LRW - 2L Trademark Security Agreement (June 2021) (EXECUTED)#page3.tif
source=Audax-LRW - 2L Trademark Security Agreement (June 2021) (EXECUTED)#page4.tif
source=Audax-LRW - 2L Trademark Security Agreement (June 2021) (EXECUTED)#page5.tif
source=Audax-LRW - 2L Trademark Security Agreement (June 2021) (EXECUTED)#page6.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of June 28, 2021 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **AUDAX PRIVATE DEBT LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Amended and Restated Pledge and Security Agreement, dated as of June 28, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; the capitalized terms defined therein and not otherwise defined herein being used herein as therein defined), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, but for the avoidance of doubt excluding any intent to use applications for trademarks currently filed or filed in the future with the United States Patent and Trademark Office, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the Second Lien Credit Agreement, the provisions of the Pledge and Security Agreement or the Second Lien Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GADDIS PARTNERS, LTD.,
as a Grantor

By: Catherine Lindquist
Name: Catherine Lindquist
Title: CFO

KELTON RESEARCH, LLC,
as a Grantor

By: Catherine Lindquist
Name: Catherine Lindquist
Title: CFO

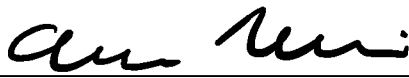
INTERVIEWING SERVICE OF AMERICA, LLC,
as a Grantor

By: Catherine Lindquist
Name: Catherine Lindquist
Title: CFO

ALTA COMMUNICATIONS, INC.,
as a Grantor

By: Catherine Lindquist
Name: Catherine Lindquist
Title: CFO



AUDAX PRIVATE DEBT LLC,
as Collateral Agent

By: 
Name: Adam J. Weiss
Title: Authorized Signatory

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

| Group Company | Service Mark | Country | App. No./ Filing Date | Reg. No./ Reg. Date |
|--------------------------------------|--|---------|--------------------------|------------------------|
| Gaddis Partners, Ltd. | SALT BRANDING | U.S. | 6-Oct-2000 78/029487 | 16-Jul-2002 2596052 |
| Gaddis Partners, Ltd. | SALT | U.S. | 19-Feb-2002 76/375691 | 7-Jan-2009 2671901 |
| Gaddis Partners, Ltd. | SALT BRANDING | U.S. | 85/602965 19-Apr-2012 | 19-Feb-2013 4291377 |
| Gaddis Partners, Ltd. | SALT | U.S. | 85/603025 19-Apr-2012 | 19-Feb-2013 4291378 |
| Gaddis Partners, Ltd. | salt <small>be essential</small> | U.S. | 85/639901 31-May-2012 | 4-Jun-2013 4348008 |
| Kelton Research, LLC | BE LEAD DO! and Design Be.Lead.Do!  | U.S. | 86/325523 01-Jul-2014 | 5335702 14-Nov-2017 |
| Kelton Research, LLC | BE. LEAD. DO! | U.S. | 86/325508 01-Jul-2014 | 5335701 14-Nov-2017 |
| Kelton Research, LLC | CX MASTERS | U.S. | 86/745577 02-Sep-2015 | 4936468 12-Apr-2016 |
| Kelton Research, LLC | CX MASTERS and Design  | U.S. | 86/746049 02-Sep-2015 | 4959817 17-May-2016 |
| Kelton Research, LLC | FUTURE READY IMPACT | U.S. | 87/662207 27-Oct-2017 | 5801171 9-Jul-2019 |
| Kelton Research, LLC | STRATIVITY | U.S. | 86/279602 13-May-2014 | 4820599 29-Sep-2015 |
| Kelton Research, LLC | STRATIVITY and Design  | U.S. | 86/279619 13-May-2014 | 4820600 29-Sep-2015 |
| Kelton Research, LLC | TOUCHPOINT DASHBOARD | U.S. | 88/048430 23-Jul-2018 | 5713142 02-Apr-2019 |
| Kelton Research, LLC | UNLOCK EXCEPTIONAL | U.S. | 86/279627 13-May-2014 | 4775309 21-Jul-2015 |
| Interviewing Service of America, LLC | CUSTOMER BOARDROOM | U.S. | 86/283281 16-May-2014 | 4902479 16-Feb-2016 |

| Group Company | Service Mark | Country | App. No./ Filing Date | Reg. No./ Reg. Date |
|--------------------------------------|---|------------------|---------------------------|------------------------|
| Interviewing Service of America, LLC | ICANMAKEITBETTER | U.S. | 85/282079 31-Mar-2011 | 4478436 04-Feb-2014 |
| Interviewing Service of America, LLC | KNOWLEDGE STUDIO | U.S. | 78/815610 15-Feb-2006 | 3187190 19-Dec-2006 |
| Interviewing Service of America, LLC | SENTIENT SERVICES | U.S. | 789/814211 14-Feb-2016 | 3271905 31-Jul-2007 |
| Interviewing Service of America, LLC | SENTIENT SERVICES and Design  | U.S. | 78/815584 15-Feb-2006 | 3258021 03-Jul-2007 |
| Alta Communications, Inc. | KILLER | U.S. | 87/731180 20-Aug-2015 | 4927292 29-Mar-2016 |
| Alta Communications, Inc. | KILLER | Washington State | | 60071 26-Jun-2017 |
| Alta Communications, Inc. | KILLER INFOGRAPHICS | U.S. | 86/605098 21-Apr-2015 | 4921951 22-Mar-2016 |
| Alta Communications, Inc. | KILLER INFOGRAPHICS | Washington State | | 55427 29-Jun-2012 |
| Alta Communications, Inc. | KILLER INFOGRAPHICS and Design  | Washington State | | 60082 26-Jun-2017 |