

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Finn Partners, Inc.		07/01/2021	Corporation: NEW YORK
Lazar Partners, Ltd.		07/01/2021	Corporation: NEW YORK
Small Army Inc.		07/01/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Principal Global Investors, LLC, as Agent		
Street Address:	c/o Principal Alternative Credit, 711 High Street		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50392		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6017701	FINN PARTNERS	
Registration Number:	6150885	FINN PARTNERS	
Registration Number:	5234073	SITEVISITS	
Registration Number:	4992227	EBRIEFCASE	
Registration Number:	2932377	MARKET COMPASS	
Registration Number:	2812666	ADVERTESTING	
Registration Number:	2880861	LAW STUDENT METRICS	
Registration Number:	5135976	WE CATALYZE CONNECTIONS	
Registration Number:	5920060	SMALL ARMY	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		

CH \$240.00 6017701

Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 07/01/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of July 1, 2021 by **FINN PARTNERS, INC.**, a New York corporation (“Borrower” or “Grantor”), in favor of **PRINCIPAL GLOBAL INVESTORS, LLC**, in its capacity as administrative agent (“Agent”) for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 1, 2021 by and among FINN PARTNERS HOLDINGS, INC., a Delaware corporation (“Holdings”), Borrower, the other Loan Parties party thereto from time to time, the financial institutions party thereto from time to time (the “Lenders”), and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Agent and Lenders have agreed to make Loans from time to time for the benefit of Grantor and the other Borrowers;

WHEREAS, Agent, Holdings and Grantor are parties to that certain Guarantee and Collateral Agreement, dated as of July 1, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the “Collateral”):

- (a) all of its registered Trademarks and Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, 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 Grantor accruing thereunder or pertaining thereto;

(e) subject to the Collateral Agreement, any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury 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

(f) subject to the Collateral Agreement, any and all products and 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.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. RECORDATION. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable Governmental Authority record this Agreement.

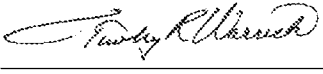
5. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions that would require the application of another state's laws.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt by facsimile, emailed .pdf or other similar electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page and shall be as effective as a manually executed original counterpart.

[signature pages follow]

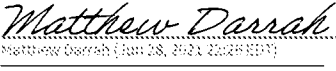
ACCEPTED AND ACKNOWLEDGED BY:

PRINCIPAL GLOBAL INVESTORS, LLC,
as Agent

By: 

Name: Timothy Warrick

Title: Managing Director – Portfolio Management

By: 

Name: Matthew Darrah

Title: Managing Director – Underwriting

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK LICENSES

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Registration
Finn Partners, Inc.	FINN PARTNERS	88584396	6017701	March 24, 2020
Finn Partners, Inc.	FINN	88584434	6150885	September 15, 2020
Finn Partners, Inc.	SITEVISITS	86846701	5234073	June 27, 2017
Finn Partners, Inc.	EBRIEFCASE	86797263	4992227	July 5, 2016
Finn Partners, Inc.	MARKET COMPASS	76498377	2932377	March 15, 2005
Finn Partners, Inc.	ADVERTESTING	76498038	2812666	February 10, 2004
Finn Partners, Inc.	LAW STUDENT METRICS	76498378	2880861	September 7, 2004
Lazar Partners, Ltd.	WE CATALYZE CONNECTIONS	87019109	5135976	February 7, 2017
Small Army Inc.	SMALL ARMY	88429464	5920060	November 26, 2019