

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H5		08/10/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC, as Collateral Agent		
Street Address:	101 Huntington Avenue		
Internal Address:	24th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02119		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3114527	H5	
Registration Number:	3136115	H5 TECHNOLOGIES	
Registration Number:	2826238	H5 TECHNOLOGIES	
Registration Number:	3959005	H5 EDGE	
Registration Number:	3344022	H5	
Registration Number:	4237287	H5	
Registration Number:	4716016	H5	
Registration Number:	5456781	H5 MATTER INTELLIGENCE	
Registration Number:	5432522	YOU NEED IT. WE FIND IT.	
Registration Number:	5601113	H5 MATTER ANALYTICS	
Registration Number:	6108551	H5 KEY DOCUMENT IDENTIFICATION	
Registration Number:	6316097	KDI	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		

CH \$315.00 3114527

Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 062955-0005

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 08/10/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 10, 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 Pledge and Security Agreement, dated as of April 30, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent;

WHEREAS, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; 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, for the benefit of the Secured Parties, 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 the United States Copyright Office.

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, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, excluding any Excluded Assets (collectively, the “**Intellectual Property Collateral**”):

(a) (i) The United States patents and patent applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the United States; (iv) all inventions and improvements claimed therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) (i) The United States registered trademarks and service marks and applications therefor referred to in Schedule 1 hereto, (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 United States Copyright Office, United States Patent and Trademark Office, and any other applicable government officer record this Agreement.

Exhibit B-1

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.

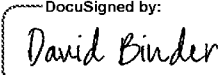
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, 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 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 Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern, as applicable.

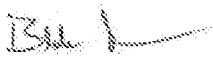
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

H5,
as a Grantor

DocuSigned by:

By: _____
Name: David Binder
Title: Chief Operating Officer and Secretary

AUDAX PRIVATE DEBT LLC,
as Collateral Agent

By: 

Name: Blake Loweth
Title: Authorized Signatory

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States Copyright Registrations

None.

Exclusive Copyright Licenses for United States Registered Copyrights Licensed to Grantor

None.

United States Trademark Registrations and Applications

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
H5	H5	3114527	July 11, 2006
H5	H5 TECHNOLOGIES	3136115	August 29, 2006
H5	H5 TECHNOLOGIES	2826238	March 23, 2004
H5	H5 EDGE	3959005	May 10, 2011
H5	H5	3344022	November 27, 2007
H5	H5	4237287	November 6, 2012
H5	H5	4716016	April 7, 2015
H5	H5 MATTER INTELLIGENCE	5456781	May 1, 2018
H5	YOU NEED IT. WE FIND IT.	5432522	March 27, 2018
H5	H5 MATTER ANALYTICS	5601113	November 6, 2018
H5	H5 KEY DOCUMENT IDENTIFICATION	6108551	July 21, 2020
H5	KDI	6316097	April 6, 2021

United States Patents and Patent Applications

<u>Owner</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
H5	SYSTEM AND METHOD FOR HIGH PRECISION AND HIGH RECALL RELEVANCY SEARCHING	8296309	October 23, 2012
H5	METHOD AND SYSTEM FOR CLUSTERING DATASETS	8515956	August 20, 2013
H5	WIDE-SPECTRUM INFORMATION SEARCH ENGINE	6708165	March 16, 2004