

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM668880

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MATERIAL HOLDINGS, LLC		08/19/2021	Limited Liability Company: CALIFORNIA
KELTON RESEARCH, LLC		08/19/2021	Limited Liability Company: CALIFORNIA
ALTA COMMUNICATIONS, INC.		08/19/2021	Corporation: PENNSYLVANIA
GADDIS PARTNERS, LTD.		08/19/2021	Limited Corporation: TEXAS
INTERVIEWING SERVICE OF AMERICA, LLC		08/19/2021	Limited Liability Company: CALIFORNIA
LRWMOTIVEQUEST, LLC		08/19/2021	Limited Liability Company: ILLINOIS
MATERIAL US, INC.		08/19/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 69

Property Type	Number	Word Mark
Registration Number:	6213950	KARMA AGENCY
Registration Number:	6208394	KARMA AGENCY
Registration Number:	4927292	KILLER
Registration Number:	4921951	KILLER INFOGRAPHICS
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:	4627757	BRAND DEFINING UTILITY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2736364	T3
Registration Number:	4830661	USEFUL BRAND
Registration Number:	5994457	CANNAPINION POLL
Registration Number:	4902479	CUSTOMER BOARDROOM
Registration Number:	5064986	DOCTHOUGHT
Registration Number:	5802434	DRIVEN BY Q-INSIGHTS
Registration Number:	6257774	GREEN TIME
Registration Number:	6174244	GIG SEGMENTATION
Registration Number:	5910855	GREENBERG INSIDE
Registration Number:	4478436	ICANMAKEITBETTER
Registration Number:	3187190	KNOWLEDGE STUDIO
Registration Number:	3271905	SENTIENT SERVICES
Registration Number:	3258021	SENTIENT S SERVICES
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:	5458031	JURY INSIGHT
Registration Number:	5438192	KELTON
Registration Number:	3987361	KELTON
Registration Number:	5463326	KELTON GLOBAL
Registration Number:	4021392	KELTON RESEARCH
Registration Number:	3275194	NEWSWORTHY ANALYSIS
Registration Number:	4820599	STRATIVITY
Registration Number:	4820600	STRATIVITY
Registration Number:	5713142	TOUCHPOINT DASHBOARD
Registration Number:	4775309	UNLOCK EXCEPTIONAL
Registration Number:	5798015	LRWMOTIVEQUEST
Registration Number:	3494087	ACTIONABILITY WORKSHOP
Registration Number:	6134271	AD NEST
Registration Number:	5253561	AIM
Registration Number:	4286334	BRANDS AS STEREOTYPES
Registration Number:	4989166	BRANDSCAN
Registration Number:	3401724	CIA
Registration Number:	3351351	EVOLUTION
Registration Number:	4282424	IBID
Registration Number:	4699711	IIM

Property Type	Number	Word Mark
Registration Number:	4285692	IMPLICIT BRAND IMAGE DECODER
Registration Number:	4456297	IMPLICIT IDENTITY MAPPING
Registration Number:	4209881	IMPLICIT
Registration Number:	2575089	LIEBERMAN RESEARCH WORLDWIDE
Registration Number:	2465335	LRW
Registration Number:	5164991	LRWTONIC
Registration Number:	5164992	LRWTONIC
Registration Number:	4334997	PBSI
Registration Number:	4210195	PRAGMATIC BRAIN SCIENCE
Registration Number:	4273508	PRAGMATIC BRAIN SCIENCE INSTITUTE
Registration Number:	4221551	PROMOTIONAL SALIENCE
Registration Number:	4591473	RAPID CHOICE
Registration Number:	3372565	RELEVANT CLARITY
Registration Number:	3258231	SO WHAT?
Registration Number:	2631174	THE SCIENCE OF RESEARCH. THE ART OF PROB
Registration Number:	3354349	TURNING INSIGHT INTO IMPACT
Registration Number:	3729864	HUMANQUANT
Registration Number:	4978260	ENNEABRAND
Registration Number:	4423042	WHOLEHUMAN
Serial Number:	90707343	BRAND FIDELITY
Serial Number:	88692308	AD SPACE

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18876.515190
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	08/19/2021

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is made as of August 19, 2021 (the “*Effective Date*”) between each of the signatories hereto (collectively, the “*Grantors*”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, 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 August 19, 2021 (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; 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, the United States Copyright 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, 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 (collectively, the “*Intellectual Property Collateral*”) which, for the avoidance of doubt, shall not include any Excluded Assets:

- (a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by

common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "*Copyrights*").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and 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 world; (iv) all inventions and improvements described 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*").

(c) 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 registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. §1051(d) or amendment to allege use under 15 U.S.C. §1051(c) has not yet been filed and accepted, (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 Patent and Trademark Office, the United States Copyright Office 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 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.

[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.

**MATERIAL HOLDINGS, LLC
KELTON RESEARCH, LLC**

as Grantors

By: Catherine Lindquist

Name: Catherine Lindquist

Title: Chief Financial Officer

Address:

1900 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067

ALTA COMMUNICATIONS, INC.

as a Grantor

By: Catherine Lindquist

Name: Catherine Lindquist

Title: Chief Financial Officer

Address:

230 South Broad Street, Suite 1650,
Philadelphia, PA 19102

GADDIS PARTNERS, LTD.

as a Grantor

By: Catherine Lindquist

Name: Catherine Lindquist

Title: Chief Financial Officer

Address:

1801 N. Lamar Blvd.
Austin, TX 78701

**INTERVIEWING SERVICE OF
AMERICA, LLC**

as a Grantor

By: Catherine Lindquist
Name: Catherine Lindquist
Title: Chief Financial Officer

Address:
15400 Sherman Way, Suite 400
Van Nuys, CA 91406

LRWMOTIVEQUEST, LLC
as a Grantor

By: Catherine Lindquist
Name: Catherine Lindquist
Title: President & Secretary

Address:
200 S. Wacker Dr., Suite 1600
Chicago, IL 60606

MATERIAL US, INC.
as a Grantor

By: Catherine Lindquist
Name: Catherine Lindquist
Title: Chief Financial Officer

Address:
1250 53rd Street, Suite 5,
Emeryville, CA 94608

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: Nicole Kroll

Title: Assistant Vice President

Address:

Wilmington Trust, National Association

50 South Sixth Street, Suite 1290

Minneapolis, MN 55402

Attn: Nikki Kroll

Phone: (612) 217-5675

E-Mail Address: nkroll@wilmingtontrust.com

SCHEDULE 1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights – None.
2. Copyright Licenses under which the applicable Grantor is the exclusive licensee of any United States registered Copyrights – None.
3. Patents


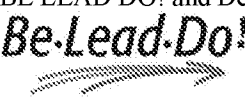


<u>OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
GADDIS PARTNERS, LTD.	Methods and Systems for Setting Up Geo Fences and Delivering Digital Media Content Based on Such Geo Fences	8,977,296	March 10, 2015

4. Trademarks


UNITED STATES REGISTERED TRADEMARKS

<u>OWNER</u>	<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Alta Communications, Inc.		88284271	6213950	Dec. 8, 2020
Alta Communications, Inc.		88284261	6208394	Dec. 1, 2020
Alta Communications, Inc.	KILLER	87731180	4927292	Mar. 29, 2016
Alta Communications, Inc.	KILLER INFOGRAPHICS	86605098	4921951	Mar. 22, 2016
Gaddis Partners, Ltd.	SALT BRANDING	78029487	2596052	Jul. 16, 2002
Gaddis Partners, Ltd.	SALT	76375691	2671901	Jan. 7, 2009

Gaddis Partners, Ltd.	SALT BRANDING	85602965	4291377	Feb 19, 2013
Gaddis Partners, Ltd.	SALT	85603025	4291378	Feb 19, 2013
Gaddis Partners, Ltd.	salt be essential	85639901	4348008	Jun. 4, 2013
Gaddis Partners, Ltd.	Brand Defining Utility	86188159	4627757	Oct. 28, 2014
Gaddis Partners, Ltd.	T3	76440890	2736364	Jul. 15, 2003
Gaddis Partners, Ltd.	Useful Brand	86538742	4830661	Oct. 13, 2015
Interviewing Service of America, LLC	CANNAPINION POLL	88431532	5994457	Feb. 25, 2020
Interviewing Service of America, LLC	CUSTOMER BOARDROOM	86283281	4902479	Feb. 16, 2016
Interviewing Service of America, LLC	DOCTHOUGHT	86526938	5064986	Oct. 18, 2016
Interviewing Service of America, LLC	DRIVEN BY Q-INSIGHTS	88151318	5802434	Jul. 9, 2019
Interviewing Service of America, LLC	GREEN TIME	88459288	6257774	Jan. 26, 2021
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	GIG SEGMENTATION	88850092	6174244	Oct. 13, 2020
Material US, Inc. (f/k/a Greenberg, Inc.)	GREENBERG INSIDE	88451749	5910855	Nov. 12, 2019
Interviewing Service of America, LLC	ICANMAKEITBETTER	85282079	4478436	Feb. 4, 2014
Interviewing Service of America, LLC	KNOWLEDGE STUDIO	78815610	3187190	Dec. 19, 2006
Interviewing Service of America, LLC	SENTIENT SERVICES	78814211	3271905	Jul. 13, 2007
Interviewing Service of America, LLC	SENTIENT SERVICES and Design	78815584	3258021	Jul. 03, 2007

				
Kelton Research, LLC	BE LEAD DO! and Design 	86325523	5335702	Nov. 14, 2017
Kelton Research, LLC	BE. LEAD. DO!	86325508	5335701	Nov. 14, 2017
Kelton Research, LLC	CX MASTERS	86745577	4936468	Apr. 12, 2016
Kelton Research, LLC	CX MASTERS and Design 	86746049	4959817	May 17, 2016
Kelton Research, LLC	FUTURE READY IMPACT	87662207	5801171	Jul. 9, 2019
Kelton Research, LLC	JURY INSIGHT	87601966	5458031	01-May-2018
Kelton Research, LLC	KELTON	87601962	5438192	Apr. 3, 2018
Kelton Research, LLC	KELTON	85054261	3987361	Jun. 28, 2011
Kelton Research, LLC	KELTON GLOBAL	87601964	5463326	May 8, 2018
Kelton Research, LLC	KELTON RESEARCH	85054260	4021392	Sep. 6, 2011
Kelton Research, LLC	NEWSWORTHY ANALYSIS	78958449	3275194	Aug. 7, 2007
Kelton Research, LLC	STRATIVITY	86279602	4820599	Sep. 29, 2015
Kelton Research, LLC	STRATIVITY and Design 	86279619	4820600	Sep. 29, 2015
Kelton Research, LLC	TOUCHPOINT DASHBOARD	88048430	5713142	Apr. 2, 2019

Kelton Research, LLC	UNLOCK EXCEPTIONAL	86279627	4775309	Jul. 21, 2015
LRWMotiveQuest, LLC	LRWMOTIVEQUEST	88132006	5798015	Jul. 9, 2019
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	ACTIONABILITY WORKSHOP	78923909	3494087	Aug. 26, 2008
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	AD NEST	88618463	6134271	Aug. 25, 2020
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	AIM	86696278	5253561	Aug. 1, 2017
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	BRANDS AS STEREOTYPES	85712350	4286334	Feb. 5, 2013
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	BRANDSCAN	86311543	4989166	Jun. 28, 2016
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	CIA	78643229	3401724	Mar. 25, 2008
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	EVOLUTION	77135433	3351351	Dec. 11, 2007
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	IBID	85646844	4282424	Jan. 29, 2013
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	IIM	86354849	4699711	Mar. 10, 2015
Lieberman Research	IMPLICIT BRAND	85646828	4285692	

Worldwide, LLC (n/k/a Material Holdings, LLC)	IMAGE DECODER			Feb. 5, 2013
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	IMPLICIT IDENTITY MAPPING	85743557	4456297	Dec. 24, 2013
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	ImplicT	85545996	4209881	Sep. 18, 2012
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	LIEBERMAN RESEARCH WORLDWIDE	75889448	2575089	Jun. 4, 2002
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	LRW	75889425	2465335	Jul. 3, 2001
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	LRWTONIC	87118032	5164991	Mar. 21, 2017
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)		87118047	5164992	Mar. 21, 2017
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	PBSI	85785499	4334997	May 14, 2013
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	PRAGMATIC BRAIN SCIENCE	85610431	4210195	Sep. 18, 2012
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	PRAGMATIC BRAIN SCIENCE INSTITUTE	85610457	4273508	Jan. 8, 2013
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	PROMOTIONAL SALIENCE	85554492	4221551	Oct. 9, 2012
Lieberman Research Worldwide, LLC	RAPID CHOICE	86008495	4591473	Aug. 26,

(n/k/a Material Holdings, LLC)				2014
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	RELEVANT CLARITY	77188311	3372565	Jan. 22, 2008
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	SO WHAT?	78906120	3258231	Jul. 3, 2007
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	THE SCIENCE OF RESEARCH. THE ART OF PROBLEM SOLVING.	76302219	2631174	Oct. 8, 2002
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	TURNING INSIGHT INTO IMPACT	78923968	3354349	Dec. 11, 2007
Material US, Inc.	HUMANQUANT	77666816	3729864	Dec. 22, 2009
Material US, Inc.	ENNEABRAND	85643136	4978260	Jun 14, 2016
Material US, Inc.	WHOLEHUMAN	85771916	4423042	Oct. 22, 2013

UNITED STATES TRADEMARK APPLICATIONS

<u>OWNER</u>	<u>TRADEMARK</u>	<u>APP. NO.</u>
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	BRAND FIDELITY	90707343
Lieberman Research Worldwide, LLC (n/k/a Material Holdings, LLC)	AD SPACE	88692308