# OP \$165.00 398736

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM669141 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

RECORDED AT 6343/0934

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AUDAX PRIVATE DEBT LLC, as successor collateral agent to NEW MOUNTAIN FINANCE SERVICING, L.L.C.		08/19/2021	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	KELTON RESEARCH, LLC		
Street Address:	1900 Avenue of the Stars, Suite 1600		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Liability Company: CALIFORNIA		

## **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark	
Registration Number:	3987361	KELTON	
Registration Number:	4021392	KELTON RESEARCH	
Serial Number:	87601964	KELTON GLOBAL	
Serial Number:	87601966	JURY INSIGHT	
Serial Number:	87601962	KELTON	
Registration Number:	3275194	NEWSWORTHY ANALYSIS	

# **CORRESPONDENCE DATA**

Fax Number:

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:** 202-370-4750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: | 1455153 NM4

TRADEMARK REEL: 007398 FRAME: 0863

900638273

NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	08/20/2021

# **Total Attachments: 3**

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TRADEMARK REEL: 007398 FRAME: 0864

### RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

This RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "<u>Trademark Security Release</u>") is made as of August 19, 2021, by AUDAX PRIVATE DEBT LLC, as successor collateral agent to NEW MOUNTAIN FINANCE SERVICING, L.L.C. (in such capacity, the "<u>Collateral Agent</u>"), in favor of KELTON RESEARCH, LLC (the "<u>Grantor</u>").

# WITNESSETH

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of June 30, 2015, by and among Grantor, the other grantors party thereto and New Mountain Finance Servicing, L.L.C. (as heretofore amended, supplemented or otherwise modified, the "Security Agreement") and (ii) that certain Second Lien Trademark Security Agreement, dated as of April 16, 2018, by and between Grantor and New Mountain Finance Servicing, L.L.C. (the "Trademark Security Agreement"; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Trademark Security Agreement), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including, without limitation, the Trademarks identified on Schedule 1 attached hereto (the "Trademark Security Interest");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 17, 2018 at Reel 6343, Frame 0934;

WHEREAS, the Grantor has satisfied in full the terms of the Pledge and Security Agreement and Trademark Security Agreement and requests a release of the Trademark Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the Trademark Security Interest as provided in this Trademark Security Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

- 1. Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Trademark Security Agreement, (b) irrevocably releases, relinquishes, terminates and discharges the Trademark Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to any of the Trademarks (including, without limitation, its interest in the trademarks and U.S. trademark registrations and applications identified on Schedule 1 attached hereto) and associated common law rights and goodwill appurtenant thereto.
- 2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Trademark Security Release.
- 3. At the request and sole expense of Grantor, Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Trademark Security Release.
- 4. This Trademark Security Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

TRADEMARK REEL: 007398 FRAME: 0865 IN WITNESS WHEREOF, the party hereto has caused this Trademark Security Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

AUDAX PRIVATE DEBT LLC,

as Collateral Agent

Name: Adam Weiss

Title: Authorized Signatory

 $\underline{\textbf{Schedule 1}}$  Trademark Applications and Trademark Licenses

**RECORDED: 08/20/2021** 

Group Company	Service Mark	Country	Appln. No./ Filing Date	Reg. No./ Reg. Date
Kelton Research, LLC	KELTON	U.S.	June 3, 2010 85-054,261	June 28, 2011 3,987,361
Kelton Research, LLC	KELTON RESEARCH	U.S.	June 3, 2010 85-054,260	September 6, 2011 4,021,392
Kelton Research, LLC	KELTON GLOBAL	U.S.	September 8, 2017 87-601,964	N/A
Kelton Research, LLC	JURY INSIGHT	U.S.	September 8, 2017 87-601,966	N/A
Kelton Research, LLC	KELTON	U.S.	September 8, 2017 87-601,962	N/A
Kelton Research, LLC	NEWSWORTHY ANALYSIS	U.S.	September 8, 2017 78-958,449	August 7, 2007 3,275,194

TRADEMARK REEL: 007398 FRAME: 0867