

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688482

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Notice and Confirmation of Grant of Security Interests in Trademarks
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mind+Matter LLC		11/16/2021	Limited Liability Company: DELAWARE
Vynamic LLC		11/16/2021	Limited Liability Company: CONNECTICUT
SmartAnalyst, Inc.		11/16/2021	Corporation: DELAWARE
MicroMass Communications, Inc.		11/16/2021	Corporation: NORTH CAROLINA
Nuvera LLC		11/16/2021	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	foreign bank: GERMANY

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4294416	VYNAMIC
Registration Number:	3634904	SMARTANALYST
Registration Number:	3766931	MICROMASS COMMUNICATIONS, INC.
Registration Number:	2357823	MICROMASS COMMUNICATIONS
Registration Number:	5467163	RARE IN COMMON
Registration Number:	6018163	THE PURE REPORT

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

TRADEMARK

Email: trademarks@debevoise.com
Correspondent Name: Mihai F. Chitulescu , Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Mihai F. Chitulescu

SIGNATURE: /Mihai F. Chitulescu/

DATE SIGNED: 11/16/2021

Total Attachments: 7

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FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of November 16, 2021, made by each of the parties hereto (collectively, the "Grantors"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent") for the banks and other financial institutions (the "Lenders") that are parties to the First Lien Credit Agreement, dated as of August 19, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Collateral Agent, Huntsworth Holdco 3 Limited, the Borrowers (as defined in the Credit Agreement), the Lenders and JPMorgan Chase Bank, N.A., as administrative agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers are members of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantors and the other parties thereto have executed and delivered a First Lien U.S. Guarantee and Collateral Agreement, dated as of August 19, 2021, (as supplemented by the Assumption Agreement, dated as of November 16, 2021 and the Supplemental Agreement, dated as of November 16, 2021 and as further as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Trademarks now owned or at

any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words "execution", "signed", "signature" and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MIND+MATTER LLC

By: 
Name: Andrew Serota
Title: Company Secretary

NUVERA LLC

By: _____
Name: Gregory Klein
Title: President

SMARTANALYST, INC.

By: 
Name: Andrew Serota
Title: Company Secretary

VYNAMIC LLC

By: 
Name: Andrew Serota
Title: Company Secretary

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By: Greg Klein
Name: Gregory Klein
Title: President

SMARTANALYST, INC.

By: _____
Name: Andrew Serota
Title: Company Secretary

VYNAMIC LLC

By: _____
Name: Andrew Serota
Title: Company Secretary

MICROMASS COMMUNICATIONS, INC.

By: 

Name: Andrew Serota

Title: Company Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007497 FRAME: 0172

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By:  _____

Name: Philip Tanorra
Vice President
Title: philip.tanorra@db.com
212-250-6576

By:  _____

Name: Suzan Onal
Vice President
Title: suzan.onal@db.com
212-250-3174

SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Vynamic LLC	U.S.A.	Vynamic	4294416	2/26/2013
SmartAnalyst, Inc.	U.S.A.	SMARTANALYST	3634904	6/9/2009
MicroMass Communications, Inc.	U.S.A.	MICROMASS COMMUNICATIONS, INC	3766931	3/30/2010
MicroMass Communications, Inc.	U.S.A.	MICROMASS COMMUNICATIONS	2357823	6/13/2000
Mind+Matter LLC	U.S.A.	RARE IN COMMON	5467163	5/15/2018
Nuvera LLC	U.S.A.	The PURE Report	6018163	3/24/2020