

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUORUM ANALYTICS, INC.		11/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative and Collateral Agent		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4785725	QUORUM	
Registration Number:	5699631	SOFTWARE BUILT FOR PUBLIC AFFAIRS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1530936 TM		
NAME OF SUBMITTER:	Diane Giacomozzi		
SIGNATURE:	/Diane Giacomozzi/		
DATE SIGNED:	11/30/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 30, 2021, by and between **QUORUM ANALYTICS, INC.**, a Delaware corporation (“*Borrower*”), each other subsidiary of Borrower that from time to time becomes party hereto (each a “*Grantor*”, and collectively, the “*Grantors*”) and **SILICON VALLEY BANK (“SVB”)**, as administrative agent and collateral agent for the Lenders (in such capacities, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of November 30, 2021, by and among Borrower, the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Administrative Agent and SVB, as the Issuing Lender and the Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower, and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of each Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower, and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of each Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), any goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAW (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

QUORUM ANALYTICS, INC.

By: _____

Name: Alexander Amalio Wirth

Title: Chief Executive Officer and Treasurer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007510 FRAME: 0054

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: Jonathan Wolfert
Name: Jonathan Wolfert
Title: Director

[Signature Page to Intellectual Property Security Agreement]