

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM691658

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The NPD Group, L.P.		12/01/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Collateral Agent		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1052129	CREST	
<b>Registration Number:</b>	1696925	LEISURETRAK	
<b>Registration Number:</b>	1743706	LEISURE TRENDS GROUP LT	
<b>Registration Number:</b>	1997166	EUROTOYS	
<b>Registration Number:</b>	2043676	BEAUTYTRENDS	
<b>Registration Number:</b>	2167739	SALESTRACK	
<b>Registration Number:</b>	2368758	SNACKTRACK	
<b>Registration Number:</b>	2554910	SOLUTION FOLDERS	
<b>Registration Number:</b>	2682009	AFTERMARKET INDUSTRY MONITOR	
<b>Registration Number:</b>	2753695	BOOKSCAN	
<b>Registration Number:</b>	2808044	DISTRIBUTOR TRACK	
<b>Registration Number:</b>	2851119	NPD.COM	
<b>Registration Number:</b>	2891620	CAR CARE TRACK	
<b>Registration Number:</b>	3182851	CREST ONSITE	
<b>Registration Number:</b>	3220156	VIDEOSCAN	
<b>Registration Number:</b>	3281788	SWEEPLAND	
<b>Registration Number:</b>	3555142	GAMEPULSE	
<b>Registration Number:</b>	3560834	EEDAR	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3638646	SUPPLYTRACK
Registration Number:	4029920	CONNECTED INTELLIGENCE
Registration Number:	4126733	CONTEXT IS EVERYTHING
Registration Number:	4154994	DECISIONKEY
Registration Number:	4225435	VIDEOWATCH
Registration Number:	4429280	VIP VOICE
Registration Number:	4530444	BIDLAND
Registration Number:	4650240	RECEIPTPAL
Registration Number:	4839968	BRANGLINK
Registration Number:	5122867	PATH TO CONSUMPTION
Registration Number:	5254936	DATA LADDER
Registration Number:	5731405	NPD
Registration Number:	5731406	NPD

**CORRESPONDENCE DATA**

**Fax Number:** 2125305219

*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:** 2125305243

**Email:** dcip@milbank.com, ehyla@milbank.com

**Correspondent Name:** Eric Hyla

**Address Line 1:** 55 Hudson Yards

**Address Line 4:** New York, NEW YORK 10001-2163

**ATTORNEY DOCKET NUMBER:** 40924.00019

**NAME OF SUBMITTER:** Eric Hyla

**SIGNATURE:** /Eric Hyla/

**DATE SIGNED:** 12/01/2021

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 1, 2021 (this "Agreement"), among The NPD Group, L.P. (the "Grantor") and Wilmington Trust, National Association ("Wilmington Trust") in its capacity as Collateral Agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the "Collateral Agent").

WHEREAS, reference is made to (a) the Credit Agreement dated as of December 1, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Neptune Midco, L.P., a Delaware limited partnership ("Neptune LP"), The NPD Group GP, LLC, a Delaware limited liability company ("Neptune GP" and, together with Neptune LP, "Holdings"), Neptune Debt Merger Sub, LLC, a Delaware limited liability company, in its capacity as the initial borrower (the "Initial Borrower"), as of and after the effective time of the Merger, The NPD Group, L.P., a Delaware limited partnership (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and Letter of Credit Issuers from time to time party thereto, Wilmington Trust as the Administrative Agent and Collateral Agent and (b) the Pledge and Security Agreement dated as of December 1, 2021 (the "Security Agreement"), by and among the Holdings, the Initial Borrower, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders, the Swingline Lender and the Letter of Credit Issuers have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature

page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. *INTERCREDITOR AGREEMENT GOVERNS.* NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. SO LONG AS THE EQUAL PRIORITY INTERCREDITOR AGREEMENT IS OUTSTANDING, THE REQUIREMENT OF THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT TO DELIVER COLLATERAL TO THE AGENT (OR ANY REPRESENTATION OR WARRANTY HAVING THE EFFECT OF REQUIRING THE SAME) SHALL BE DEEMED SATISFIED (OR ANY SUCH REPRESENTATION OR WARRANTY SHALL BE DEEMED TRUE BY DELIVERY OF SUCH COLLATERAL TO THE COLLATERAL AGENT (AS SUCH TERM IS DEFINED IN THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AS BAILEE OF, AND BEHALF OF, THE AGENT PURSUANT TO THE EQUAL PRIORITY INTERCREDITOR AGREEMENT).

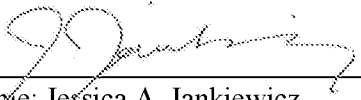
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**THE NPD GROUP, L.P.**

By: DocuSigned by:  
*Chris Christophorou*  
Name: Chris Christophorou  
Title: Vice President and Secretary

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,**  
as Collateral Agent

By:   
Name: Jessica A. Jankiewicz  
Title: Assistant Vice President