

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fractal Analytics Inc.		12/21/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC, as Collateral Agent		
Street Address:	950 17th Street, Suite 1400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4431374	CONCORDIA	
Registration Number:	4592005	CONCORDIA	
Registration Number:	4500373	CONCORDIA	
Registration Number:	4431375	CUSTOMER GENOMICS	
Registration Number:	4500374	CUSTOMER GENOMICS	
Registration Number:	4934960	FRACTAL	
Registration Number:	4944078	FRACTAL	
Registration Number:	5605981	FRACTAL	
Registration Number:	4934961	FRACTAL ANALYTICS	
Serial Number:	90735355	FRACTAL DIMENSION	
Serial Number:	90735358	FRACTAL DIMENSION	
Registration Number:	5605982	FRACTAL INTELLIGENCE FOR IMAGINATION	
Registration Number:	5590235	INTELLIGENCE FOR IMAGINATION	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		

OP \$340.00 4431374

Address Line 1: 355 SOUTH GRAND AVENUE
Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 037017-0037

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 12/21/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated December 21, 2021, is made by the Person listed on the signature pages hereof (the "Grantor") in favor of ACQUIOM AGENCY SERVICES LLC, as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Fractal Analytics Inc., a New York corporation (the "Borrower"), Fractal Analytics Pvt. Ltd., a company formed under the laws of India ("Holdings"), Acquiom Agency Services LLC, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and each Swing Line Lender party thereto have entered into the Credit Agreement dated as of December 21, 2021 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans and the Swing Line Lenders to make Swing Line Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans and the Swing Line Lenders to make Swing Line Loans.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "IP Collateral"):

(a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office (other than Excluded Property) set forth in Schedule A hereto (excluding any Excluded Property).

Including (i) all income, fees, royalties, damages, and payment now and hereafter due and/or payable with respect to any of the foregoing, and (ii) rights to sue for past, present, and future infringement, misappropriation, or other violations of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party

under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

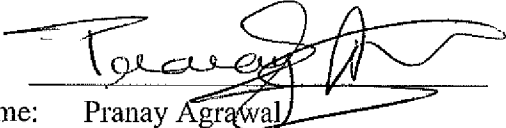
SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FRACTAL ANALYTICS INC.,
as Grantor

By: _____


Name: Pranay Agrawal
Title: President & Secretary

ACQUIOM AGENCY SERVICES LLC, as Collateral Agent

By: 
Name: Renee Kuhl
Title: Executive Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications



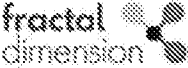

Grantor	Trademark	(Application Number) or Registration Number
Fractal Analytics Inc.	CONCORDIA	4431374
Fractal Analytics Inc.	CONCORDIA	4592005
Fractal Analytics Inc.	CONCORDIA	4500373
Fractal Analytics Inc.	CUSTOMER GENOMICS	4431375
Fractal Analytics Inc.	CUSTOMER GENOMICS	4500374
Fractal Analytics Inc.	FRACTAL	4934960
Fractal Analytics Inc.	FRACTAL  Fractal	4944078
Fractal Analytics Inc.	FRACTAL 	5605981
Fractal Analytics Inc.	FRACTAL ANALYTICS	4934961
Fractal Analytics Inc.	FRACTAL DIMENSION 	(90735355)
Fractal Analytics Inc.	FRACTAL DIMENSION	(90735358)
Fractal Analytics Inc.	FRACTAL INTELLIGENCE FOR IMAGINATION 	5605982
Fractal Analytics Inc.	INTELLIGENCE FOR IMAGINATION	5590235

Exhibit III-1