

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Systems Planning and Analysis, Inc.		10/29/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Collateral Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86357846	GCAM	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	12/31/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of October 29, 2021, among SYSTEMS PLANNING AND ANALYSIS, INC., a Maryland corporation (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”) and Madison Capital Funding LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) Suasor Global Holdings, LLC, a Delaware limited liability company (“**Holdings**”), Management Consulting & Research, LLC, a Virginia limited liability company (“**MCR**”), Systems Planning and Analysis, Inc., a Maryland corporation (“**SPA**”; and, following the consummation of the SPA Acquisition, as a “**Borrower**”; together with MCR, collectively, the “**Borrowers**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), Madison Capital Funding LLC, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”) and the other parties thereto are parties to that certain Amended and Restated Credit Agreement, dated as of the date hereof (the “**A&R Credit Agreement**”).
- (B) Grantors are party to that certain Amended and Restated Pledge and Security Agreement, dated as of October 29, 2021 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**A&R Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the A&R Credit Agreement, the A&R Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the A&R Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the A&R Credit Agreement), each Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Copyrights owned by any Grantor, including those referred to on Schedule I hereto;

- (b) all Trademarks owned by any Grantor, including those referred to on Schedule I hereto;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;
- (d) all reissues, continuations or extensions of the foregoing; and
- (e) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Copyright or Trademark or (ii) injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 A&R Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the A&R Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the A&R Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the A&R Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the A&R Pledge and Security Agreement, the A&R Pledge and Security Agreement shall control.


SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

SYSTEMS PLANNING AND ANALYSIS, INC.,
as Grantor

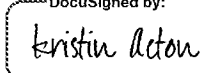
By: 
Name: Ben Ramundo
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007547 FRAME: 0203

ACCEPTED AND AGREED:

MADISON CAPITAL FUNDING LLC,
as the Collateral Agent

DocuSigned by:
By: 
Name: KRISTIN Acton
Title: vp

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks

TRADEMARKS							
Country or Jurisdiction	Mark	Status	Serial Number	Class Number	Reg. #	Registration Date	Owner
USPTO	GCAM <i>Standard Character Mark</i>	Registered	86357846	C 009. US 021 023 026 036 038	4,707,897	Reg. Date: 3/24/15	Systems Planning and Analysis, Inc.

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. COPYRIGHT REGISTRATIONS

U.S. Copyrights

Copyright	Registration No.	Registration Date	Owner
Government program management for contractors: what you need to know to be a successful DOD contractor.	TXu000454102	1/15/91	Systems Planning and Analysis, Inc.
Program management for Navy Program/Project Personnel.	TX0003089679	5/31/91	Systems Planning and Analysis, Inc.