

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovate MR, LLC		01/20/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC, as Collateral Agent		
Street Address:	101 Huntington Avenue		
Internal Address:	25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5450457	REPScore	
Registration Number:	4993502	REAL PEOPLE QUALITY DATA	
Registration Number:	4992320	FIRST CLASS PANEL	
Registration Number:	5083998	POINTCLUB	
Serial Number:	90536388	VISION QUALITY	
Serial Number:	90536374	VISION SAMPLE	
Serial Number:	90536356	VISION SURVEYS	
Serial Number:	90529598	VISION SUITE	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	Gayle D. Grocke		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		

CH \$215.00 5450457

ATTORNEY DOCKET NUMBER:	062955-0047
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	01/20/2022

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of January 20, 2022, by INNOVATE MR, LLC, a Delaware limited liability company (the “**Pledgor**”), in favor of AUDAX PRIVATE DEBT LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (the “**Trademark Collateral**”):

- (a) all Trademarks of Pledgor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks;
- (c) all extensions and renewals thereof and amendments thereto;
- (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof;
- (e) all rights to sue for past, present and future infringements, dilutions or violations thereof; and

(c) to the extent not covered above, all Proceeds of any and all of the foregoing (in each case, other than Excluded Property, which shall include any U.S. intent-to-use Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed with and accepted by the United States Patent and Trademark Office, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from application under applicable federal law).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification Obligations as to which no claim has been asserted) and termination of the Security Agreement, or as otherwise provided in the Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,


INNOVATE MR, LLC

By: 
Name: Liss Wilding-Brown
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

AUDAX PRIVATE DEBT LLC,
as Collateral Agent

By:  _____
Name: Peter Stern
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
INNOVATE MR, LLC	5450457	REPScore
INNOVATE MR, LLC	4993502	REAL PEOPLE QUALITY DATA
INNOVATE MR, LLC	4992320	FIRST CLASS PANEL
INNOVATE MR, LLC	5083998	POINTCLUB

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
INNOVATE MR, LLC	90536388	VISION QUALITY
INNOVATE MR, LLC	90536374	VISION SAMPLE
INNOVATE MR, LLC	90536356	VISION SURVEYS
INNOVATE MR, LLC	90529598	VISION SUITE