

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verista, Inc.		02/16/2022	Corporation: DELAWARE
Acquire Automation, LLC		02/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Annaly Middle Market Lending LLC		
Street Address:	1211 Avenue of the Americas		
Internal Address:	41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97035479	VERISTA	
Registration Number:	6591781	COUNTQ	
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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/ mp		
DATE SIGNED:	02/17/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

February 16, 2022

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of February 16, 2022 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **ANNALY MIDDLE MARKET LENDING LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of February 16, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among Verista, Inc (the “**Borrower**”), Verista Holdings, LLC (“**Holdings**”), the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

ANNALY MIDDLE MARKET LENDING LLC,
as Collateral Agent

By: Thomas R. Hobbis
Name: Thomas R. Hobbis
Title: Managing Director

By: Mark McNally
Name: Mark McNally
Title: Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Trademarks, Trademark Applications (other than any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use") and Trademark Licenses

<u>Grantor</u>	<u>Title</u>	<u>Registration /Serial Number</u>	<u>Status</u>	<u>Date of Grant/Application Filing</u>
Verista, Inc.	VERISTA	97035479	Applied	9/20/2021
Acquire Automation, LLC	CAPQ	90222196	Applied	9/29/2020
Acquire Automation, LLC	COUNTQ	6591781	Registered	9/29/2020