

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM715568

<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>
PHOENIX HEALTHCARE, LLC		03/21/2022	Limited Liability Company: DELAWARE
RESEARCH HORIZONS LLC		03/21/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90126885	EMOTIVATION	
<b>Serial Number:</b>	88703356	BRAND EFFECT	
<b>Serial Number:</b>	88699469	ADPI QUICKVIEW	
<b>Serial Number:</b>	86668158	POPREWARDS	
<b>Serial Number:</b>	86668174	POPREWARDS	
<b>Serial Number:</b>	85962368	MARKETTHINK	
<b>Serial Number:</b>	85358991	INTELLIVIEW	
<b>Serial Number:</b>	77679601	DIGITAL DIMENSIONS	
<b>Serial Number:</b>	77455374	ADPI	
<b>Serial Number:</b>	77455377	BRANDPI	
<b>Serial Number:</b>	77431097	VIRTUAL MAILBOX	
<b>Serial Number:</b>	76092228	REWARDTV	
<b>Serial Number:</b>	74051822	COMMUNICUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>TRADEMARK</b>			

CH \$340.00 90126885

**Phone:** 212.940.6562  
**Email:** joanne.arnold@katten.com  
**Correspondent Name:** Joanne BL Arnold  
**Address Line 1:** Katten  
**Address Line 2:** 575 Madison Avenue  
**Address Line 4:** New York, NEW YORK 10022-2585

**NAME OF SUBMITTER:** Joanne BL Arnold

**SIGNATURE:** /Joanne BL Arnold/

**DATE SIGNED:** 03/21/2022

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 21, 2022, is made by the undersigned (the “Grantors”), in favor of Antares Capital LP, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 15, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among KMCAST Acquisition, Inc., a Delaware corporation (in its capacity as the initial borrower prior to the consummation of the Closing Date Acquisition, the “Initial Borrower” and, upon the consummation of the Closing Date Acquisition, “Holdings”), RLJ-MarketCast Holdings, LLC, a Delaware limited liability company (to be renamed “MarketCast Holdings, LLC” effective immediately following the Closing Date Acquisition), in its capacity as the borrower by assignment and assumption upon the consummation of the Closing Date Acquisition (the “Borrower”), the other Credit Parties party thereto, the Lenders party thereto, the L/C Issuer from time to time party thereto and Antares Capital LP, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Each Grantor has agreed, pursuant to a Guaranty and Security Agreement of November 15, 2016 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of each Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and

security interest in, all of its right, title and interest in, to and under the following Collateral of each Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a "statement of use" or "amendment to allege use" has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor 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,

RESEARCH HORIZONS LLC  
PHOENIX HEALTHCARE, LLC  
as Grantors

By: Michael Goddard  
Name: Michael Goddard  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

**ANTARES CAPITAL LP,**

as Agent

By: Michael Kriz

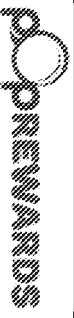
Name: Michael Kriz

Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
eMotivation	90126885	8/20/2020	6320064	4/13/2021	Registered	Research Horizons, LLC d/b/a PHOENIX MARKETING INTERNATIONAL
Brand Effect	88703356	11/22/19	6039059	4/21/2020	Registered	Research Horizons, LLC d/b/a PHOENIX MARKETING INTERNATIONAL
Addi Quickview	88699469	11/20/19	6084693	6/23/2020	Registered	Research Horizons, LLC d/b/a PHOENIX MARKETING INTERNATIONAL
	86668158	6/19/15	5023825	8/16/16	Registered	RESEARCH HORIZONS LLC
popREWARDS	86668174	6/19/15	5023827	8/16/16	Registered	RESEARCH HORIZONS LLC
MarketThink	85962368	6/18/13	4784097	8/4/15	Registered	RESEARCH HORIZONS, LLC

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
<b>Intelliview</b>	85358991	6/29/11	4096270	2/7/12	Registered	RESEARCH HORIZONS LLC DBA PHOENIX MARKETING INTERNATIONAL
Digital Dimensions	77679601	2/27/09	3682819	9/15/09	Renewed (Registered)	RESEARCH HORIZONS, LLC DBA PHOENIX MARKETING INTERNATIONAL
<b>ADPi</b>	77455374	4/23/08	3520514	10/21/08	Renewed (Registered)	RESEARCH HORIZONS, LLC DBA PHOENIX MARKETING INTERNATIONAL
<b>BrandPi</b>	77455377	4/23/08	3520515	10/21/08	Renewed (Registered)	RESEARCH HORIZONS, LLC DBA PHOENIX MARKETING INTERNATIONAL
<b>VIRTUAL MAILBOX</b>	77431097	3/25/09	3520212	10/21/08	Renewed (Registered)	RESEARCH HORIZONS, LLC DBA PHOENIX MARKETING INTERNATIONAL
<b>REWARDTV</b>	760922228	7/19/00	2888099	9/28/04	Renewed (Registered)	RESEARCH HORIZONS LLC
<b>COMMUNICUS</b>	74051822	4/23/90	1637783	3/12/91	Renewed (Registered)	RESEARCH HORIZONS, LLC DBA PHOENIX MARKETING INTERNATIONAL



2. TRADEMARK APPLICATIONS

None.