

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717984

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Claritas, LLC		03/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Collateral Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3545958	BUSINESS-FACTS	
Registration Number:	1443709	BUSINESS-FACTS	
Registration Number:	1499354	CLARITAS	
Registration Number:	5736990	CLARITAS	
Registration Number:	2913465	CONNEXIONS	
Registration Number:	2579244	CONSUMERPOINT	
Registration Number:	4856913	BAROMETRIC	
Registration Number:	2930745	CULTURE POINT MODEL	
Registration Number:	2075237	FINANCIAL CLOUT	
Registration Number:	3029703	OPPORTUNITY FINDER	
Registration Number:	3824860	P\$YCLE	
Registration Number:	1410464	POP-FACTS	
Registration Number:	1410929	POP-FACTS	
Registration Number:	3909845	PRIZM	
Registration Number:	5284063	AUDIENTIVITY	
Registration Number:	3836584	CULTURECODE	
Registration Number:	2847185	DIRECTARGET	
Registration Number:	2427132	GEOSCAPE	
Registration Number:	5894575	AUDIENCEANYWHERE	

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CORRESPONDENCE DATA**Fax Number:** 6175269899*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.***Phone:** 6175269628**Email:** JPrusakowski@proskauer.com**Correspondent Name:** JP Prusakowski**Address Line 1:** Proskauer Rose LLP**Address Line 2:** One International Place, 23rd Floor**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	22283.090
NAME OF SUBMITTER:	JP Prusakowski
SIGNATURE:	/JP Prusakowski/
DATE SIGNED:	03/31/2022

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated March 31, 2022, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Crescent Agency Services LLC (“Crescent”), as collateral agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Claritas, LLC, a Delaware limited liability company (the “Borrower”), Claritas Holdings, Inc., a Delaware corporation (“Holdings”), each lender from time to time party thereto, each L/C Issuer party thereto and Crescent, as Administrative Agent and Collateral Agent, have entered into the Credit Agreement, dated as of March 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated March 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent (and its permitted successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any such intent-to-use application or any registration that issues therefrom under applicable federal law),

together, in each case, with the goodwill of the business symbolized thereby (the "Trademark Collateral");

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto (the "Copyright Collateral");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, income, royalties and other payments now or hereafter due and payable with respect to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. Subject to the terms of the Security Agreement and Credit Agreement, the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY

CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) OR SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

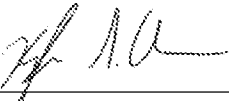
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CLARITAS, LLC

By: *Jim Schuster*
Name: Jim Schuster
Title: Chief Financial Officer

**CRESCENT AGENCY SERVICES LLC, as
Collateral Agent**

By: 
Name: Jonathan Cignetti
Title: Managing Director

By: 
Name: Kyle Anderson
Title: Senior Vice President

SCHEDULE A

PATENT COLLATERAL

Title	Country	Publication Date	Patent No.	Current Assignee	Legal Status
Verticalized Automated Customer Acquisition	U.S.	-	7,818,202	Claritas, LLC	Granted
Method and system for using customer preferences in real time to customize a commercial transaction	U.S.	April 12, 2005	6879960	Claritas, LLC	Granted

SCHEDULE B

TRADEMARK COLLATERAL

Mark	Reg. No.	Registration Date	Status	Class	Current Recorded Owner
BUSINESS-FACTS	3545958	Dec. 16, 2008	Registered	016 - Comprehensive printed demographic reports featuring information about retail business locations, market research and business evaluation data of consumer demographics. 035 - Providing business demographic and market research information services to others through a computer network; providing an on-line computer database in the field of business demographic and market research information.	CLARITAS, LLC
BUSINESS-FACTS	1443709	June 16, 1987	Registered	035 - Providing business demographic and market research information services to others in the form of information systems, reports and data bases.	CLARITAS, LLC
CLARITAS	1499354	Aug. 9, 1988	Registered	009 - Computer programs in the field of geographic and demographic target marketing.	CLARITAS, LLC
CLARITAS	5736990	April 30, 2019	Registered	009 - Computer software in the field of geographic and demographic target marketing which enables users to examine consumer segment groups and/or audiences based on demographics and lifestyle, technology, financial and media behaviors 035 - Compiling and providing syndicated and customized household and individual segmentation information, market research data pertaining to consumer attitudes, demographics, wealth and income data, and data pertaining to purchasing and spending behaviors, media use and technology use; Market research consultation services, namely, providing demographic and predictive data for use in marketing campaign management, and marketing campaign data set searching, sizing, segmentation, and distribution; Market research consultation services, namely, providing personal demographic data, list services and data apps; Conducting business and market research surveys, statistical evaluations of data, and forecasting related to demographics, geographic markets and marketing; Providing an online computer database in the field of demographics, geographic markets and marketing, for business purposes; Conducting business and market surveys, and delivering market reports and studies;	CLARITAS, LLC

Mark	Reg. No.	Registration Date	Status	Class	Current Recorded Owner
				<p>Analyzing and compiling consumer and business data for the purpose of building customer profiles and segmentation;</p> <p>Consumer survey services;</p> <p>Consumer strategic business consulting in the field of market analytics, namely, providing custom analytic models for understanding and predicting consumer, business and retail market trends and behaviors; and</p> <p>Market research and business analyses.</p> <p>042 - Providing on-line software for use by others for collecting, compiling, analyzing and managing statistics, data, market research, consumer opinions, consumer trends, consumer behavior, as well as segmentation, demographic, consumer and market research data for business purposes;</p> <p>Data automation and collection services using software to evaluate, analyze and collect data in the fields of marketing and consumer behavior;</p> <p>Providing a website featuring technology that enables marketers to analyze, organize, enhance, and manipulate data in the fields of marketing and consumer behavior;</p> <p>Software as a service (SAAS) services featuring software for modeling, simulation, and analysis of marketing campaigns across social media, websites, email, television, and print media; and</p> <p>Software as a service (SAAS) services featuring software for analysis and delivery of statistics, data, market research, consumer opinions, consumer trends, consumer behavior, as well as segmentation, demographic, consumer and market research data;</p> <p>business information services, namely, providing an online platform which grants customers access to segmentation, demographic, consumer and market research data</p>	
CONNEXION S	2913 465	Dec. 21, 2004	Registered	<p>009 - Computer readable media, namely, CD-ROMs, magnetic tape, and diskettes, containing databases featuring demographic information about the communications industry for use in predicting demand for and use of communications products and services</p> <p>035 - Preparing customized market research reports for others on consumer attitudes, demographics and purchasing behavior in the</p>	CLARITAS, LLC

Mark	Reg. No.	Registration Date	Status	Class	Current Recorded Owner
				communications industry for use in predicting demand for and use of communications products and services	
CONSUMER POINT	2579 244	June 11, 2002	Registered	09 - Computer programs, browser enabled computer software [and pre-recorded magnetic tapes] in the fields of geographic and business demographic research and analysis, marketing and marketing analysis, mapping, researching and analyzing consumer behavior, creating cross-tabulations, geodemographic data analysis and mapping that allows users to compare, manipulate and integrate internal and external data to identify and target high-opportunity customers and prospects, and develop customer acquisition and retention strategies.	CLARITAS, LLC
BAROMETRIC	48569 13	11/17/15	Registered		CLARITAS, LLC
CULTURE POINT MODEL	2930 745	Mar. 08, 2005	Registered	035 - Business management and market research consultation services, market research services relating to product sales, use, distribution, advertising, and personal demographics	CLARITAS, LLC
FINANCIAL CLOUT	20752 37	July 1, 1997	Registered	036 - Providing information concerning current year estimates for all financial products including traditional bank investment and insurance products, at five year projections of usage rates and dollar volume for a wide variety of financial products and services by means of an on-line computer database	CLARITAS, LLC
OPPORTUNITY FINDER	3029 703	Dec. 13, 2005	Registered	035 - Market research and business and sales management consultation services	CLARITAS, LLC
P\$YCLE	38248 60	July 27,2010	Registered	009 - Demographic data provided in computer-readable electronic media	CLARITAS, LLC
POP-FACTS	14104 64	Sept. 23, 1986	Registered	016 - Comprehensive printed demographic reports relating to population, housing and income data currently and/or with five year projections	CLARITAS, LLC
POP-FACTS	14109 29	Sept. 23, 1986	Registered	042 - Demographic services for population, housing and income data for current years and/or five year projections.	CLARITAS, LLC
PRIZM	3909 845	Jan. 25, 2011	Registered	009 - Electronic database of demographic segmentation information and information in the field of demographic, geographic, and market research information recorded on computer media. 035 - Market research services, namely, reviewing, analyzing and codifying demographic, geographic, and market research information for clients; providing demographic segmentation information based on demographic, geographic, and market research information; providing an online computer database featuring market research segmentation information that enables users to view and classify such segmentation information.	CLARITAS, LLC
AUDIENTIVITY	52840 63	Sep. 12, 2017	Registered	Class 35: analyzing and compiling business data for purposes of targeting of advertisements and other communications via the Internet to individuals based upon identifying, quantifying, and analyzing audience demographics, economics, culture, language, and behavior; business consultancy for purposes of targeting of advertisements and other communications via the Internet to individuals based upon identifying, quantifying, and analyzing audience demographics, economics, culture, language, and behavior	CLARITAS, LLC

Mark	Reg. No.	Registration Date	Status	Class	Current Recorded Owner
CULTURECODE	3,836,584	Aug. 24, 2010	Registered	Class 09: Computer marketing software for quantifying, locating and understanding the relationship between culture, demographics, economics and consumer behavior; custom feature of a software program that assembles and organizes data Class 42: Providing a feature of on-line non-downloadable marketing software for quantifying, locating and understanding the relationship between culture, demographics, economics and consumer behavior	CLARITAS, LLC
DIRECTARGET	2847185	Jun. 01, 2004	Registered	Class 35: Organization of demographic data for advertising purposes, namely, database organization, modeling and list selection; licensing of computer software for performing database organization, modeling and list selection Class 42: Leasing of computer systems for database organization, modeling and list selection	CLARITAS, LLC
GEOSCAPE	2,427,132	Feb 06, 2001	Registered	Class 9: computer software for use in creating demographic and marketing maps; computer software for use in database management in the field of demographics and maps	CLARITAS, LLC
AUDIENCEANYWHERE	5894575	Oct. 29, 2019	Registered	Class 042: Web-based user interface, namely, a software platform that allows marketers to view insights, create audience segments and execute omni-channel engagements by accessing marketing and advertising solutions delivered through the platform	CLARITAS, LLC

SCHEDULE C

COPYRIGHT COLLATERAL

COPYRIGHTS

<u>Copyrighted Work</u>	<u>Registered To</u>	<u>Registration Number</u>	<u>Registration Date</u>
Prizm	Claritas Corporation	TX0003101904	August 02, 1991
Prizm	Claritas Corporation	TX0003101905	August 02, 1991
Prizm	Claritas Corporation	TX0003101906	August 02, 1991
Prizm	Claritas Corporation	TX0003101907	August 02, 1991
Prizm	Claritas Corporation	TX0003101908	August 02, 1991
PRIZM micro-cluster license	Claritas Corporation	TX0003086537	July 24, 1991
Rezide : the national encyclopedia of residential ZIP code demography : [v. 0-9] / written and compiled by Claritas Corporation	Claritas Corporation	TX0001502300	November 19, 1984
Rezide . : the national encyclopedia of residential ZIP code demography / written and compiled by Claritas	Claritas	TX0001574878	May 8, 1985