

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UserZoom Technologies, Inc.		04/05/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MS Private Credit Administrative Services LLC		
Street Address:	1585 Broadway, 39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6567139	USERZOOM	
Registration Number:	6567141	QXSCORE	
Registration Number:	6048996	INTELLIZOOM	
Registration Number:	6290062	INTELLIZOOMPANEL	
Registration Number:	6195652	USERZOOM	
Registration Number:	6190260	USERZOOM THE UX INSIGHTS COMPANY	
Registration Number:	6190261	THE UX INSIGHTS COMPANY	
Registration Number:	5525752	USERZOOM THE UX INSIGHTS COMPANY	
Registration Number:	5254145	INTELLIZOOM	
Registration Number:	5063785	USERZOOM	
Serial Number:	86646317	THE HUMAN SIDE OF DATA	
Registration Number:	4225253	YOU EYE	
Registration Number:	3746642	USERZOOM	
Registration Number:	3609628	USERZOOM	
Registration Number:	3461369	USERZOOM	
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>			

OP \$390.00 6567139

Phone: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1642807 TM

NAME OF SUBMITTER: Margot Tolley

SIGNATURE: /Margot Tolley/

DATE SIGNED: 04/05/2022

Total Attachments: 6

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Execution Copy

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of April 5, 2022, is made by Userzoom Technologies, Inc., a Delaware corporation (the "Grantor"), in favor of MS Private Credit Administrative Services LLC as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of April [5], 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Owl Intermediate Holdco, Inc., a Delaware corporation ("Holdings"), Owl Merger Sub, Inc., a Delaware corporation ("Initial Borrower" or "Merger Sub") as the initial Borrower hereunder, UserZoom Technologies, Inc. a Delaware corporation (the "Company" and, following the Merger, in its capacity as successor borrower to Initial Borrower by operation of law, "Successor Borrower" and, together with the Initial Borrower, the "Borrowers", and each a "Borrower"), the lending institutions from time to time parties hereto (each a "Lender" and, collectively, the "Lenders") and MS Private Credit Administrative Services LLC, as the Administrative Agent and the Collateral Agent .

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of April [5], 2022 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

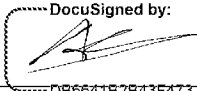
1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement as the context may require.
2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be

deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.


3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words "execution," "execute", "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UserZoom Technologies, Inc.,
as the Grantor

By: 
Name: Alfonso de la Nuez
Title: Chief Executive Officer

**MS PRIVATE CREDIT ADMINISTRATIVE
SERVICES LLC,**
as the Collateral Agent



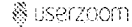
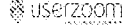
By: 
Name: Rebecca Shaoul
Title: Authorized Signer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007680 FRAME: 0537**

SCHEDULE A

U.S. Trademark Registrations and Applications

Citation	Image	Application Number	Registration Number	Application Date	Registration Date	Owner Name
USERZOOM Cross References: USER ZOOM		App 90461858	Reg 6567139	App 12- JAN-2021	Reg 23- NOV-2021	USERZOOM TECHNOLOGIES, INC.
QXSCORE Cross References: QX SCORE	QXSCORE	App 90461880	Reg 6567141	App 12- JAN-2021	Reg 23- NOV-2021	USERZOOM TECHNOLOGIES, INC.
INTELLIZOOM	INTELLIZOOM	App 88338904	Reg 6048996	App 13- MAR- 2019	Reg 05- MAY-2020	USERZOOM TECHNOLOGIES, INC.
INTELLIZOOMPANEL		App 88338911	Reg 6290062	App 13- MAR- 2019	Reg 09- MAR-2021	USERZOOM TECHNOLOGIES, INC.
USERZOOM Cross References: USER ZOOM		App 87948069	Reg 6195652	App 04- JUN-2018	Reg 10- NOV-2020	USERZOOM TECHNOLOGIES, INC.
USERZOOM THE UX INSIGHTS COMPANY Cross References: USER ZOOM THE UX INSIGHTS COMPANY		App 87948070	Reg 6190260	App 04- JUN-2018	Reg 03- NOV-2020	USERZOOM TECHNOLOGIES, INC.
THE UX INSIGHTS COMPANY	THE UX INSIGHTS COMPANY	App 87948083	Reg 6190261	App 04- JUN-2018	Reg 03- NOV-2020	USERZOOM TECHNOLOGIES, INC.

USERZOOM THE UX
INSIGHTS COMPANY
Cross References:
USER ZOOM THE UX
INSIGHTS COMPANY



App
87393177

Reg
5525752

App 30-
MAR-
2017

Reg 24-
JUL-2018

USERZOOM TECHNOLOGIES,
INC.

INTELLIZOOM

INTELLIZOOM

App
87076081

Reg
5254145

App 17-
JUN-2016

Reg 01-
AUG-2017

USERZOOM TECHNOLOGIES,
INC.

USERZOOM
Cross References:
USER ZOOM

USERZOOM

App
86937215

Reg
5063785

App 11-
MAR-
2016

Reg 18-
OCT-2016

USERZOOM TECHNOLOGIES,
INC.

THE HUMAN SIDE OF
DATA

THE HUMAN SIDE OF DATA

App
86646317

App 29-
MAY-
2015

USERZOOM TECHNOLOGIES,
INC.

YOUEYE
Cross References:
YOU EYE

YOUEYE

App
85559862

Reg
4225253

App 05-
MAR-
2012

Reg 16-
OCT-2012

USERZOOM TECHNOLOGIES,
INC.

USERZOOM
Cross References:
USER ZOOM

USERZOOM

App
77773766

Reg
3746642

App 02-
JUL-2009

Reg 09-
FEB-2010

USERZOOM TECHNOLOGIES,
INC.

USERZOOM
Cross References:
USER ZOOM

USERZOOM

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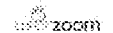
Reg
3609628

App 02-
NOV-
2007

Reg 21-
APR-2009

USERZOOM TECHNOLOGIES,
INC.

USERZOOM
Cross References:
USER ZOOM



App
77320519

Reg
3461369

App 02-
NOV-
2007

Reg 08-
JUL-2008

USERZOOM TECHNOLOGIES,
INC.