

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INMOMENT, INC.		06/08/2022	Corporation: UTAH
WOOTRIC, INC.		06/08/2022	Corporation: DELAWARE
ALLEGIANCE SOFTWARE, INC.		06/08/2022	Corporation: DELAWARE
INMOMENT RESEARCH, LLC		06/08/2022	Limited Liability Company: MISSOURI
LEXALYTICS, INC.		06/08/2022	Corporation: MASSACHUSETTS
REVIEW TRACKERS INC.		06/08/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ankura Trust Company, LLC		
Street Address:	140 Sherman Street		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	4786854	INMOMENT	
Registration Number:	4787100	EXPERIENCE HUB	
Registration Number:	5466864	ACTIVE LISTENING	
Registration Number:	4855257	WOOTRIC	
Registration Number:	4970245	WOOTRIC	
Registration Number:	5124983	MOBILECX	
Registration Number:	4310703	SPOTLIGHT	
Registration Number:	4959267	CX CAFÉ	
Registration Number:	5007392	CXEVOLUTION	
Registration Number:	5019469	CXFORUM	
Registration Number:	5249976	CXFUEL	
Registration Number:	5062094	CXFUSION	

OP \$640.00 4786854

Property Type	Number	Word Mark
Registration Number:	5038152	CXSTANDARDS
Registration Number:	5886985	ENVY AWARDS
Registration Number:	4313040	SMARTPROBE
Registration Number:	5147457	SOCIALCX
Registration Number:	4356992	CAPELLA
Registration Number:	2691626	DEALERPULSE
Registration Number:	4316896	LEXALYTICS
Registration Number:	4316891	LEXALYTICS
Registration Number:	4368418	SEMANTRIA
Registration Number:	4727666	SALIENCE
Registration Number:	6105251	RT
Registration Number:	6105250	REVIEWTRACKERS
Registration Number:	5966340	REVIEWTRACKERS

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1707763 TM
NAME OF SUBMITTER:	John Kline
SIGNATURE:	/John Kline/
DATE SIGNED:	06/08/2022

Total Attachments: 6
source=InMoment - Trademark Security Agreement (Executed 6-8-22)_(87055812_1)(163149908_2)#page1.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Ankura Trust Company, LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

PRELIMINARY STATEMENTS

WHEREAS, the Grantors and the Collateral Agent are party to the Security Agreement, dated as of June 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree 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

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill arising from the use of and symbolized thereby;

(ii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover damages for past, present, or future infringements or other violations thereof of any and all of the

foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, 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 and acceptance thereof by the USPTO, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.


[Signature Pages Follow]

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


INMOMENT, INC.

By: 
Name: Andrew Joiner
Title: CEO


WOOTRIC, INC.

By: 
Name: Andrew Joiner
Title: CEO


ALLEGIANCE SOFTWARE, INC.

By: 
Name: Andrew Joiner
Title: CEO


INMOMENT RESEARCH, LLC

By: 
Name: Andrew Joiner
Title: CEO

LEXALYTICS, INC.

By: 
Name: Andrew Joiner
Title: CEO

REVIEW TRACKERS INC.

By: 
Name: Andrew Joiner
Title: CEO

[Signature Page to Trademark Security Agreement]

ANKURA TRUST COMPANY, LLC, as Collateral
Agent

By: 




Name: Krista Gulalo

Title: Managing Director

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration No. and Registration Date (Serial No. and Serial Date)	Current Owner of Record
INMOMENT	4786854 08/04/2015	InMoment, Inc.
EXPERIENCE HUB	4787100 08/04/2015	InMoment, Inc.
ACTIVE LISTENING	5466864 05/15/2018	InMoment, Inc.
WOOTRIC	4855257 11/17/2015	Wootric, Inc.
WOOTRIC	4970245 05/31/2016	Wootric, Inc.
MOBILECX	5124983 01/17/2017	Allegiance Software, Inc.
SPOTLIGHT	4310703 03/26/2013	Allegiance Software, Inc.
CX CAFÉ	4959267 5/17/2016	InMoment Research, LLC
CXEVOLUTION	5007392 07/26/2016	InMoment Research, LLC
CXFORUM	5019469 08/09/2016	InMoment Research, LLC
CXFUEL	5249976 07/25/2017	InMoment Research, LLC
CXFUSION	5062094 10/18/2016	InMoment Research, LLC
CXSTANDARDS	5038152 09/06/2016	InMoment Research, LLC
ENVY AWARDS	5886985 10/15/2019	InMoment Research, LLC

Mark	Registration No. and Registration Date (Serial No. and Serial Date)	Current Owner of Record
SMARTPROBE	4313040 04/02/2013	InMoment Research, LLC
SOCIALCX	5147457 02/21/2017	InMoment Research, LLC
CAPELLA	4356992 06/25/2013	InMoment Research, LLC
DEALERPULSE	2691626 02/25/2003	InMoment Research, LLC
LEXALYTICS	4316896 04/09/2013	Lexalytics, Inc.
	4316891 04/09/2013	Lexalytics, Inc.
SEMANTRIA	4368418 07/16/2013	Lexalytics, Inc.
SALIENCE	4727666 04/28/2015	Lexalytics, Inc.
	6105251 7/21/2020	Review Trackers Inc.
	6105250 7/21/2020	Review Trackers Inc.
REVIEWTRACKERS	5966340 7/21/2020	Review Trackers Inc.