

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM743334

<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>
Chartbeat, Inc.		07/25/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6078866		
<b>Registration Number:</b>	3739519	CHARTBEAT	
<b>Registration Number:</b>	4482124		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>Phone:</b>	2155695619		
<b>Email:</b>	timothy.pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecszenye (074658-21091)		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-21091		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecszenye		
<b>SIGNATURE:</b>	/Timothy D. Pecszenye/		
<b>DATE SIGNED:</b>	07/25/2022		
<b>Total Attachments: 5</b>			

OP \$90.00 6078866

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source=Trademark Security Agreement (Executed) (PNC-Chartbeat) (2)#page5.tif

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of July 25, 2022, is entered into by the entity listed on the signature page hereto (the “**Grantor**”) and **PNC BANK, NATIONAL ASSOCIATION**, as agent for the Lenders (together with its successors and assigns in such capacity, “**Agent**”), pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”), by and among, CHARTBEAT PURCHASER, INC., a Delaware corporation, CHARTBEAT MERGER SUB, INC., a Delaware corporation (the “**Initial Borrower**”), (immediately following the consummation of the Closing Date Acquisition) CHARTBEAT, INC., a Delaware corporation and the successor-by-merger to the Initial Borrower (the “**Successor Borrower**”), Agent, and the certain lenders from time to time party thereto (collectively, the “**Lenders**”, and each an individual “**Lender**”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted in favor of the Agent a security interest in certain Intellectual Property, including the trademarks and licenses set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Credit Agreement, to evidence further the security interest granted by the Grantor to the Agent pursuant to the Credit Agreement, Grantor hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks (defined below) and Licenses (defined below), whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all of the Grantor’s trademarks, trademark applications, trade secrets (collectively, “**Trademarks**”), and material licenses for any of the foregoing (“**Licenses**”), and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) the right to obtain all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements thereof, and (iii) all products and proceeds of the foregoing, including claims for damages by reason of past, present and future infringements or dilution of any Trademark or any Trademark licensed under any License and the right to sue for and collect such damages, as permitted under the applicable laws

for any jurisdiction or country in which such claims may be asserted for the use and benefit of Agent and its successors, permitted assigns and other legal representatives.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's Trademarks and Licenses existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interests granted to the Agent under the Credit Agreement. In the event that any of the provisions of this Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

## 2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Agent, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark or License owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademark or License in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark or License to the security interests and perfection created or contemplated hereby or by the Credit Agreement.

## 3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND SHALL BE CONTRUED AND INTERPRETED IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

## 4. Counterparts

This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR(S)**

**CHARTBEAT, INC.**

DocuSigned by:  
By: Jonah Sulak  
Name: Jonah Sulak  
Title: Vice President & Secretary

**ACKNOWLEDGED AND ACCEPTED:**

**PNC BANK, NATIONAL ASSOCIATION**

By: Phillip White  
Name: Phillip White  
Title: AVP

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Country	Title	Registration Number
Chartbeat, Inc.	United States of America	2017 Chartbeat logo	6078866
Chartbeat, Inc.	Intl. Reg. Only	2017 Chartbeat logo	1595034
Chartbeat, Inc.	European Union (Community)	2017 Chartbeat logo	1595034
Chartbeat, Inc.	United Kingdom	2017 Chartbeat logo	1595034
Chartbeat, Inc.	United States of America	CHARTBEAT	3739519
Chartbeat, Inc.	European Union (Community)	CHARTBEAT	9839531
Chartbeat, Inc.	United Kingdom	CHARTBEAT	UK00909839531
Chartbeat, Inc.	United States of America	Chartbeat Original Color Logo	4482124
Chartbeat, Inc.	European Union (Community)	NEWSBEAT	9839564 (expired)
Chartbeat, Inc.	United Kingdom	NEWSBEAT	UK00909839564 (expired)