

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747293

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|---|--|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TDN2K, LLC | | 08/09/2022 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Silicon Valley Bank, as Administrative Agent | | |
| Street Address: | 3003 Tasman Drive, HF 150 | | |
| City: | Santa Clara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94052 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3717915 | PEOPLE REPORT | |
| Registration Number: | 3981951 | BLACK BOX INTELLIGENCE | |
| Registration Number: | 5494223 | RESTAURANT GUEST SATISFACTION SNAPSHOT | |
| Registration Number: | 4219697 | THE RESTAURANT INDUSTRY SNAPSHOT | |
| Registration Number: | 6062428 | RESTAURANT MANAGER CONNECT | |
| Registration Number: | 6229522 | BLACK BOX WORKFORCE INTELLIGENCE | |
| Registration Number: | 6132007 | BLACK BOX FINANCIAL INTELLIGENCE | |
| Registration Number: | 6132008 | BLACK BOX CONSUMER INTELLIGENCE | |
| Registration Number: | 6132009 | BLACK BOX GUEST INTELLIGENCE | |
| Registration Number: | 6373955 | BLACK BOX SUPPLIER INTELLIGENCE | |
| 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> | | | |
| 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. | | |

OP \$265.00 3717915

| | |
|--------------------------------|------------------------|
| Address Line 4: | WASHINGTON, D.C. 20036 |
| ATTORNEY DOCKET NUMBER: | 1760868 TM |
| NAME OF SUBMITTER: | Naomi Sakata |
| SIGNATURE: | /Naomi Sakata/ |
| DATE SIGNED: | 08/10/2022 |

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 9, 2022 by and between the Grantors listed on the signature page hereto (the “*Grantor*”) and SILICON VALLEY BANK (“*SVB*”), as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of August 9, 2022, by and among **BLACK BOX INTELLIGENCE INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company (“*Parent*”), **TDN2K, LLC**, a Texas limited liability company (the “*Borrower*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), SVB, as the Issuing Lender, Swingline Lender and Administrative Agent (as may be further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent and the Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and each other Grantor entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of August 9, 2022 (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and the Lenders made the Loans to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, the right to sue for past, present and future

infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

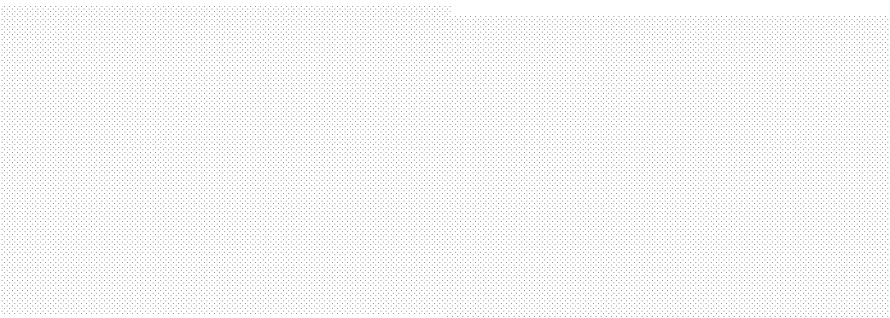
TDN2K, LLC

By: 

Name: Kevin Ma

Title: Vice President

*As Vice President of the above entity and,
in such capacity, intending by this signature to
legally bind the above entity*



[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: Brian K. Brown

Name: Brian K. Brown

Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS

See attached.



Trademark Status Report for TDN2K, LLC and Black Box Intelligence, LLC

Trademarks

| FILE NO. | MARK | REG/ SERIAL NO. | FILING DATE | SERVICES | STATUS | OWNER(S) |
|----------|--|-----------------------|----------------|---|---|------------|
| 89.00005 | PEOPLE REPORT | 3,717,915 | 03/06/2009 | Class 35 - Consulting services, namely, providing business information in the field of human resource metrics; providing benchmarks in the nature of compiling data for others for measuring the performance of a business; providing business and market research; and providing business and consumer trends analysis for service industries | 12/01/2009 – Registered 12/01/2029 – Section 8 & 9 Renewal Due | TDN2K, LLC |
| 89.00006 | BLACK BOX INTELLIGENCE | 3,981,951 | 03/06/2009 | Class 35 - Consulting services, namely, providing business market intelligence, benchmarks in the nature of compiling data for others for measuring the business performance of a business; market and business research; business consultation services in the field of industry data and research; and market and consumer trends analysis for service industries | 06/21/2011 – Registered 06/21/2031 – Section 8 & 9 Renewal Due | TDN2K, LLC |
| 89.00008 | RESTAURANT GUEST SATISFACTION SNAPSHOT | 5,494,223 | 08/29/2017 | Class 35 - Consulting services, namely, providing business market intelligence in the nature of analyzing and compiling business data; business services, namely, providing benchmarks in the nature of data compilations for others for use in measuring the business performance of a business; market and business research services | 06/12/2018 – Registered 06/12/2024 – Section 8 & 15 Renewal Due | TDN2K, LLC |

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| FILE NO. | MARK | REG/ SERIAL NO. | FILING DATE | SERVICES | STATUS | OWNER(S) |
|----------|---|-----------------------|----------------|--|---|------------------------------------|
| 89,00009 | THE RESTAURANT INDUSTRY SNAPSHOT | 4,219,697 | 10/27/2011 | Class 35 - Consulting services, namely, providing business market intelligence; business services, namely, providing benchmarks in the nature of data compilations for others for use in measuring the business performance of a business; market and business research services | 10/02/2012 – Registered 10/02/2032 – Section 8 & 9 Renewal Due | TDN2K, LLC |
| 89,00010 | RESTAURANT MANAGER CONNECT | 6,062,428 | 07/18/2019 | Class 35 - Providing business performance benchmarks, metrics and market intelligence for restaurants and food service providers; providing market and consumer trends analysis for the restaurant and food service industries | 05/26/2020 – Registered 05/26/2026 – Section 8 & 15 Renewal Due | TDN2K, LLC |
| 89,00015 | BLACK WORKFORCE INTELLIGENCE | 6,229,522 | 10/29/2019 | Class 35 - Consulting services, namely, providing business market intelligence, benchmarks in the nature of compiling data for others for measuring the business performance of a business; market and business research; business consultation services in the field of industry data and research; and, market and consumer trends analysis for service industries | 12/22/2020 – Registered 12/22/2026 – Section 8 & 15 Renewal Due | BLACK BOX INTELLIGENCE, LLC* |
| 89,00016 | BLACK FINANCIAL INTELLIGENCE BOX | 6,132,007 | 10/29/2019 | Class 35 - Consulting services, namely, providing business market intelligence, benchmarks in the nature of compiling data for others for measuring the business performance of a business; market and business research; business consultation services in the field of industry data and research; and, market and consumer trends analysis for service industries | 08/18/2020 – Registered 08/18/2026 – Section 8 & 15 Renewal Due | BLACK BOX INTELLIGENCE, LLC* |

| FILE NO. | MARK | REG/ SERIAL NO. | FILING DATE | SERVICES | STATUS | OWNER(S) |
|----------|--|-----------------------|----------------|--|---|---|
| 89,00017 | BLACK CONSUMER INTELLIGENCE BOX | 6,132,008 | 10/29/2019 | Class 35 - Consulting services, namely, providing business market intelligence, benchmarks in the nature of compiling data for others for measuring the business performance of a business; market and business research; business consultation services in the field of industry data and research; and, market and consumer trends analysis for service industries | 08/18/2020 – Registered 08/18/2026 – Section 8 & 15 Renewal Due | BLACK BOX INTELLIGENCE, LLC* |
| 89,00018 | BLACK GUEST INTELLIGENCE BOX | 6,132,009 | 10/29/2019 | Class 35 - Consulting services, namely, providing business market intelligence, benchmarks in the nature of compiling data for others for measuring the business performance of a business; market and business research; business consultation services in the field of industry data and research; and, market and consumer trends analysis for service industries | 08/18/2020 – Registered 08/18/2026 – Section 8 & 15 Renewal Due | BLACK BOX INTELLIGENCE, LLC* |
| 89,00020 | BLACK SUPPLIER INTELLIGENCE BOX | 6,373,955 | 01/27/2020 | Class 35 - Consulting services, namely, providing business market intelligence, benchmarks in the nature of compiling data for others for measuring the business performance of a business; market and business research; business consultation services in the field of industry data and research; and, market and consumer trends analysis for service industries | 06/01/2021 – Registered 06/01/2027 – Section 8 & 15 Renewal Due | BLACK BOX INTELLIGENCE, LLC* |

* To be assigned to TDn2K, LLC, post-close.

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