TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM743300

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: **NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Trademark Security Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Identity Intelligence Group, LLC		07/21/2022	Limited Liability Company: NEVADA
Credit Swag Ventures, Inc.		07/21/2022	Corporation: MONTANA

## **RECEIVING PARTY DATA**

Name:	Truist Bank			
Street Address:	303 Peachtree Street, N.E.			
Internal Address:	25th Floor			
City:	Atlanta			
State/Country:	GEORGIA			
Postal Code:	30308			
Entity Type:	Banking Corporation: NORTH CAROLINA			

## **PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark			
Registration Number:	5918200	IDENTITYIQ			
Registration Number:	5918201	IDIQ			
Registration Number:	5918202	CREDITSCOREIQ			
Registration Number:	6065125	CREDITBUILDERIQ			
Registration Number:	5930363	IDENTITY INTELLIGENCE GROUP			
Registration Number:	5918206	CREDITREPORTIQ			
Registration Number:	5906823	SCORECASTERIQ			
Registration Number:	5918203	I IDENTITYIQ			
Registration Number:	5918204	IDIQ			
Registration Number:	5918205	CREDIT REPORT IQ			
Registration Number:	5918207	CREDIT SCORE IQ			
Registration Number:	6065814	MYSCOREIQ			
Registration Number:	6065816	MYSCOREIQ			
Registration Number:	6018854	DATABREACHIQ			
Registration Number:	6018856	DATA BREACH IQ			
Registration Number:	6164220	CBIQ			
Registration Number:	6415706	CREDIT & DEBT			

TRADEMARK

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Property Type	Property Type Number Word Mark	
Serial Number:	88836144	CBIQ HELPING YOU FOR LIFE.
Serial Number:	88897576	CBIQ CREDITBUILDERIQ
Serial Number:	90552839	MONEY SENSEI

### **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.

Email: iprecordations@whitecase.com

Correspondent Name: Kennady Wade/White & Case LLP

Address Line 1: 1221 6th Ave

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1135397-0155-CZ43
NAME OF SUBMITTER:	Kennady Wade
SIGNATURE:	/Kennady Wade/
DATE SIGNED:	07/25/2022

### **Total Attachments: 6**

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**Execution Version** 

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 21, 2022 (this "Security Agreement"), is made by Identity Intelligence Group, LLC, a Nevada limited liability company and Credit Swag Ventures, Inc., a Montana corporation (collectively, the "Grantors" and each a "Grantor"), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, INDIGO INTERMEDIATE, LLC, a Delaware corporation, as Holdings, IDIG PARENT, LLC, a Delaware limited liability company, as Borrower, each Grantor, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent have entered into that certain Credit Agreement, dated as of July 21, 2022 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Holdings and certain of its Subsidiaries, including each Grantor, have entered into that certain Guaranty and Security Agreement, dated as of July 21, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

- Section 1 <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- **Section 2** Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of each Grantor, hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):
- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to each Grantor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule I hereto;
  - (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the

Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

- Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by each Grantor in its own name as of the date hereof
- **Section 5 Grantors Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
- **Section 6** Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- **Section 7** Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank]

TRADEMARK REEL: 007800 FRAME: 0267 IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:
By: Name: Bryan Sullivan Title: Chief Financial Officer
By: Name: Bryan Sullivan Title: Chief Financial Officer
nereof:
<u></u>

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

# GRANTORS: IDENTITY INTELLIGENCE GROUP, LLC By: Name: Title: CREDIT SWAG VENTURES, INC. By: Name: Title:

Acknowledged and Agreed to as of the date hereof:

# ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent

Name: Renata I. Levine

Title: Director

# **SCHEDULE I**

# **Trademarks**

# I. REGISTERED TRADEMARKS

Name	Owner	Jurisdiction	Registration Date	Registration Number	Application Date	Application Number
IdentityIQ	Identity Intelligence Group, LLC	US	11/26/2019	5,918,200	11/14/2018	88/193,678
IDIQ	Identity Intelligence Group, LLC	US	11/26/2019	5,918,201	11/14/2018	88/193,696
CreditScoreIQ	Identity Intelligence Group, LLC	US	11/26/2019	5,918,202	11/14/2018	88/193,718
CreditBuilderIQ	Identity Intelligence Group, LLC	US	5/26/2020	6,065,125	11/14/2018	88/193,742
Identity Intelligence Group	Identity Intelligence Group, LLC	US	12/12/2019	5,930,363	11/14/2018	88/193,761
CreditReportIQ	Identity Intelligence Group, LLC	US	11/26/2019	5,918,206	11/14/2018	88/193,842
ScoreCasterIQ	Identity Intelligence Group, LLC	US	11/12/2019	5,906,823	11/28/2018	88/208,745
* IDENTITYIG	Identity Intelligence Group, LLC	US	11/26/2019	5,918,203	11/14/2018	88/193,766
	Identity Intelligence Group, LLC	US	11/26/2019	5,918,204	11/14/2018	88/193,812
SAIC	Identity Intelligence Group, LLC	US	11/26/2019	5,918,205	11/14/2018	88/193,834

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	Identity Intelligence Group, LLC	US	11/26/2019	5,918,207	11/14/2018	88/193,881
MYSCOREIQ	Identity Intelligence Group, LLC	US	5/26/2020	6,065,814	7/17/2019	88/519,123
my <b>SCAE</b> Q	Identity Intelligence Group, LLC	US	5/26/2020	6,065,816	7/17/2019	88/519,383
DataBreachIQ	Identity Intelligence Group, LLC	US	3/24/2020	6,018,854	9/3/2019	88/602,358
DATA BREACH IQ	Identity Intelligence Group, LLC	US	3/24/2020	6,018,856	9/3/2019	88/602,403
CBĺÓ	Identity Intelligence Group, LLC	US	N/A	N/A	3/16/2020	88/836,144
CBIQ	Identity Intelligence Group, LLC	US	9/29/2020	6,164,220	5/1/2020	88/897,524
CBIÓ	Identity Intelligence Group, LLC	US	N/A	N/A	5/1/2020	88/897,576
Credit Debt	Credit Swag Ventures, Inc.	US	07/13/2021	6,415,706	10/13/2020	90/251,876

# II. TRADEMARK APPLICATIONS

Name	Owner	Jurisdiction	Application Date	Application Number
Money Sensei	Credit Swag Ventures, Inc.		3/1/2021	90/552,839
	Ventures, Inc.	US		

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**RECORDED: 07/25/2022**