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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM743726

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Purple Strategies, LLC		07/26/2022	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	FEAC Agent, LLC	
Street Address:	500 Boylston Street, Suite 1250	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02116	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark		
Registration Number:	6687740	FUTURECASTING BY PURPLE STRATEGIES		
Registration Number:	6687739	FUTURECASTING BY PURPLE STRATEGIES		
Registration Number:	4988895	PURPLE ADVOCACY		
Registration Number:	5481467	PURPLE ASCENDANCY MODEL		
Registration Number:	5335876	PURPLE ASCENDANCY PRINCIPLE		
Registration Number:	4420519	PURPLE INSIGHTS		
Registration Number:	4420521	PURPLE STRATEGIES		
Registration Number:	4545985	PURPLE STRATEGIES		
Registration Number:	4545989	PURPLE STRATEGIES		

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: 415-591-1000

Email: TrademarksSF@winston.com

Correspondent Name: Becky Troutman
Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Becky Troutman (ker)

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SIGNATURE:	/Becky Troutman/	
DATE SIGNED:	07/26/2022	
Total Attachments: 5		
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") is made as of July 26, 2022, between the signatory hereto (<u>the "Grantor"</u>) in favor of FEAC Agent, LLC, as collateral agent for the Secured Parties (in such capa<u>city</u>, the "<u>Collateral Agent</u>").

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of July 26, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

- SECTION 1. <u>Grant of Security</u>. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is Excluded Property:
 - (i) All trademarks, service marks, trade names, corporate names, company (a) names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

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TRADEMARK REEL: 007802 FRAME: 0344 SECTION 2. <u>Recordation</u>. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. <u>Conflict Provision</u>. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

> PURPLE STRATEGIES, LLC, as Grantor

> > ---- DocuSigned by:

By: Eristen McMalion
Name: Kristen McMalion

Title: Vice President

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

> FEAC AGENT, LLC as Collateral Agent

By: Michelle Handy

Title: Managing Director

SCHEDULE 1

Trademarks:

RECORDED: 07/26/2022

Owner	Trademark/Image	Country/Jurisdiction	Application No. Application Date	Registration No. Registration Date	Comments
Purple Strategies, LLC	FUTURECASTING BY PURPLE STRATEGIES and Design	US	90189153 September 17, 2020	6687740 March 29, 2022	Registered March 29, 2022
Purple Strategies, LLC	FUTURECASTING BY PURPLE STRATEGIES	US	90189144 September 17, 2020	6687739 March 29, 2022	Registered March 29, 2022
Purple Strategies, LLC	PURPLE ADVOCACY	US	85705632 August 16, 2012	4988895 June 28, 2016	Registered June 28, 2016
Purple Strategies, LLC	PURPLE ASCENDANCY MODEL	US	86793511 October 20, 2015	5481467 May 29, 2018	Registered May 29, 2018
Purple Strategies, LLC	PURPLE ASCENDANCY PRINCIPLE	US	86724014 August 13, 2015	5335876 November 14, 2017	Registered November 14, 2017
Purple Strategies, LLC	PURPLE INSIGHTS	US	85532308 February 2, 2012	4420519 October 22, 2013	Registered May 15, 2019
Purple Strategies, LLC	PURPLE STRATEGIES	US	85532434 February 2, 2012	4420521 October 22, 2013	Registered November 24, 2018
Purple Strategies, LLC	PURPLE STRATEGIES	US	85662705 June 27, 2012	4545985 June 10, 2014	Registered March 18, 2021
Purple Strategies, LLC	PURPLE STRATEGIES	US	85682418 July 20, 2012	4545989 June 10, 2014	Registered November 11, 2020

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