

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM752851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Palisade Company, LLC		08/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Collateral Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4479926	@RISK	
Registration Number:	2574152	RISKACCELERATOR	
Registration Number:	1826213	BESTFIT	
Registration Number:	4705227	BIGPICTURE	
Registration Number:	3710923	DECISIONTOOLS	
Registration Number:	4361052	NEURALTOOLS	
Registration Number:	3057627	PALISADE	
Registration Number:	3073494	PALISADE	
Registration Number:	6759257	PALISADE	
Registration Number:	6759262	PALISADE	
Registration Number:	2070798	PRECISIONTREE	
Registration Number:	4364229	RISKOPTIMIZER	
Registration Number:	4361055	STATTOOLS	
Registration Number:	1865649	TOPRANK	
Registration Number:	5680209	EVOLVER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8448182387
Email: ipteam@cogencyglobal.com
Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Connecticut Avenue NW
Address Line 2: Suite 712
Address Line 4: Washington, NEW YORK 20036

ATTORNEY DOCKET NUMBER:	1772701
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NAME OF SUBMITTER:	Joel Gomez
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SIGNATURE:	/Joel Gomez/
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DATE SIGNED:	09/01/2022
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated August 31, 2022, is among the Person listed on the signature pages hereof (the “Grantor”) and Golub Capital LLC (“Golub”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Quant Intermediate, Inc., a Delaware corporation (“Holdco”), Quant Buyer, Inc. (the “Borrower”) have entered into that certain Credit Agreement, dated as of June 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders from time to time party thereto and Golub, as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain Security Agreement Supplement, dated as of the date hereof (the “Security Agreement Supplement”), which supplements that certain Security Agreement, dated as of June 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including pursuant to the Security Agreement Supplement, the “Security Agreement”), among the Grantors (as defined therein) from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

A. Grant of Security. The Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of the Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance 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, to the extent that, and solely so long as, the creation of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that

issues from such intent-to-use application under applicable federal law or result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto (the “Copyrights”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Electronic Execution. This IP Security Agreement may be executed in any number of 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. The words “execution,” “execute,” “signed,” “signature,” and words of like import in this IP Security Agreement or any amendment or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and


provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. Sections 10.15, 10.16 and 10.17 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

PALISADE COMPANY, LLC

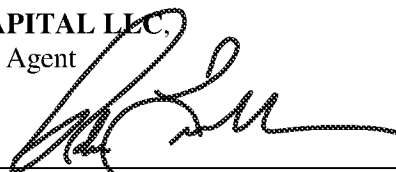
By: 

Name: Gareth Morrison

Title: Chief Executive Officer

GOLUB CAPITAL LLC,
as Collateral Agent

By:

A handwritten signature in black ink, appearing to read 'R. Tuchscherer', written over a horizontal line.

Name: Robert G. Tuchscherer
Title: Senior Managing Director

SCHEDULE A



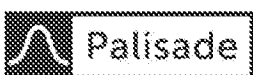
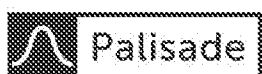
Registered Patents and Patent Applications

None.

SCHEDULE B

Registered Trademarks and Trademark Applications

Registered Trademarks

Trademark	Registration No. / Application No.	Registration Date / Application Date
@RISK 	4479926	February 11, 2014
RISKACCELERATOR	2574152	May 28, 2002
BESTFIT	1826213	March 15, 1994
BIGPICTURE	4705227	March 17, 2015
DECISIONTOOLS	3710923	November 17, 2009
NEURALTOOLS	4361052	July 2, 2013
PALISADE	3057627	February 7, 2006
PALISADE 	3073494	March 28, 2006
PALISADE LOGO (black and white) 	6759257	June 14, 2022
PALISADE LOGO (color) 	6759262	June 14, 2022
PRECISIONTREE	2070798	June 10, 1997
RISKOPTIMIZER	4364229	July 9, 2013
STATTOOLS	4361055	July 2, 2013
TOPRANK	1865649	December 6, 1994

Trademark	Registration No. / Application No.	Registration Date / Application Date
EVOLVER	5680209	February 19, 2019

Trademark Applications

None.

SCHEDULE C

Registered Copyrights and Copyright Applications

None.