# CH \$90.00 4511901

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM755733

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MediaRadar, Inc.		09/16/2022	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Audax Private Debt LLC, as Agent	
Street Address:	101 Huntington Avenue	
Internal Address:	25th Floor	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02199	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4511901	MEDIARADAR
Registration Number:	4515747	MEDIARADAR
Registration Number:	3107579	MEDIARADAR

#### **CORRESPONDENCE DATA**

**Fax Number:** 3129939767

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:** 312-993-2622

Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	062955-0058
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	09/16/2022

**Total Attachments: 5** 

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#### TRADEMARK SECURITY AGREEMENT

September 16, 2022

Trademark Security Agreement, dated as of the date hereof, by MEDIARADAR, INC., a Delaware corporation (the "Grantor), in favor of AUDAX PRIVATE DEBT LLC, in its capacity as agent pursuant to the Credit Agreement (in such capacity, the "Agent").

#### WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of the Grantor (the "Trademark Collateral"):
  - (a) Trademarks of the Grantor, including those listed on Schedule I attached hereto;
  - (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (but in each case of (a), (b) and (c), other than any Excluded Property).
- SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.
- SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto

may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature pages follow]

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IN WITNESS WHEREOF, the 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.

Very truly yours,

MEDIARADAR, INC.

Bv:

Name: James Muentener

Title: Chief Financial Officer

Accepted and Agreed:

AUDAX PRIVATE DEBT LLC, as Agent

By: But I

Name: Blake Loweth

Title: Authorized Signatory

**REEL: 007849 FRAME: 0479** 

## **SCHEDULE I**

# to TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

# Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
MediaRadar, Inc.	4511901	MEDIARADAR
MediaRadar, Inc.	4515747	MEDIARADAR
MediaRadar, Inc.	3107579	MEDIARADAR

# **Trademark Applications**:

None.

**RECORDED: 09/16/2022**