

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756150

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quorum Analytics, Inc.		09/19/2022	Corporation: DELAWARE
GovPredict, Inc.		09/19/2022	Corporation: DELAWARE
KnowWho, LLC		09/19/2022	Limited Liability Company: VIRGINIA
Phone2Action, Inc.		09/19/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank. National Association
Street Address:	125 High Street
Internal Address:	11th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4785725	QUORUM
Registration Number:	5699631	SOFTWARE BUILT FOR PUBLIC AFFAIRS
Registration Number:	5362806	GOVPREDICT
Registration Number:	5362807	GOVPREDICT
Registration Number:	4175372	MYGOVERNMENT
Registration Number:	2783506	KNOWWHO
Registration Number:	5311188	PHONE2ACTION
Serial Number:	97251715	

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: 714.668.6200

Email: johnkline@paulhastings.com

Correspondent Name: John Kline

TRADEMARK

Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER: John Kline

SIGNATURE: /s/ John Kline

DATE SIGNED: 09/19/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of September, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 19, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Quorum Analytics, Inc., a Delaware corporation ("Initial Borrower"), and after giving effect to the Holdings Reorganization, "Parent"), Quorum Analytics, LLC ("Quorum LLC"), and after giving effect to the Holdings Reorganization, "Borrower"), the Lenders from time to time party thereto, Wells Fargo and Webster Bank, National Association, a national banking association ("Webster Bank"), as joint lead arrangers (in such capacity, together with their successors and assigns in such capacity, the "Joint Lead Arrangers"), Wells Fargo and Webster Bank, as joint bookrunners (in such capacity, together with their successors and assigns in such capacity, the "Joint Bookrunners") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of September 19, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

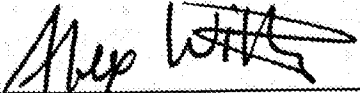
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature pages follow.]

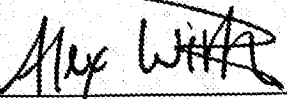
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

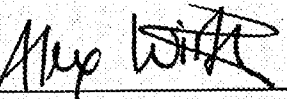
QUORUM ANALYTICS, INC.,
a Delaware corporation

By: 
Name: Alexander Wirth
Title: Chief Executive Officer

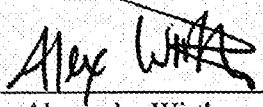
GOVPREDICT, INC.,
a Delaware corporation

By: 
Name: Alexander Wirth
Title: Chief Executive Officer

KNOWWHO, LLC,
a Virginia limited liability company

By: 
Name: Alexander Wirth
Title: Chief Executive Officer

PHONE2ACTION, INC.,
a Delaware corporation

By: 
Name: Alexander Wirth
Title: Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:


WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: Brian Carbone
Name: Brian Carbone
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
Quorum Analytics, Inc.	United States	Quorum	86480328	Dec. 15, 2014	4,785,725	Aug. 04, 2015
Quorum Analytics, Inc.	United States	Software Built For Public Affairs	88081882	Aug. 16, 2018	5,699,631	Mar. 12, 2019
GovPredict, Inc.	United States	GOVPREDICT	87248857	Nov. 28, 2016	5362806	Dec. 26, 2017
GovPredict, Inc.	United States	GOVPREDICT	87248861	Nov. 28, 2016	5362807	Dec. 26, 2017
KnowWho, LLC	United States	MYGOVERNMENT and Design 	85478336	Nov. 21, 2011	4175372	Jul. 17, 2012
KnowWho, LLC	United States	KNOWWHO (stylized) KnowWho	75934002	Mar. 3, 2000	2783506	Nov. 18, 2003
Phone2Action, Inc.	United States	PHONE2ACTION	87390232	Mar. 29, 2017	5311188	Oct. 17, 2017
Phone2Action, Inc.	United States	Design Only 	97251715	Feb. 3, 2022	--	--
Quorum Analytics, Inc.	European Union	Quorum	018102088	Jul. 30, 2019	018102088	Nov. 15, 2019
GovPredict,	United	GOVPREDICT	UK009167676	May 26,	UK009167	Sep. 22,

Inc.	Kingdom		34	2017	67634	2017
GovPredict, Inc.	European Union	GOVPREDICT	016767634	May 26, 2017	016767634	Sep. 22, 2017

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RECORDED: 09/19/2022

**TRADEMARK
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