

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGDATA, L.P.		09/29/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	AGDATA DEBTCO, L.P.		
Street Address:	345 N. Maple Drive, Suite 300		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4136269	AGCELERATE	
Registration Number:	4236934		
Registration Number:	4236829	CULTIVATING INSIGHT	
Registration Number:	3083571	ETRAFX	
Registration Number:	2088657	AGDATA	
Registration Number:	3610702	DATA DIMENSIONS	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<i>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.</i>			
Phone:	7344184212		
Email:	trademark@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	39400 Woodward Ave # 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	225828513929		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	09/30/2022		

CH \$165.00 4136269

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of this 29th day of September, 2022, by AGDATA, L.P., a Delaware limited partnership (“**Grantor**”), in favor of AGDATA DEBTCO, L.P., in its capacity as Collateral Agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, together with AGDATA MidCo, LLC (“**MidCo**”) and each other Person that from time to time becomes a Guarantor (as defined in the Note Purchase Agreement) thereunder pursuant to the terms thereof, the Persons party thereto identified as Purchasers from time to time, and Grantee have entered into that certain Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), pursuant to which Grantee and Purchasers have agreed, subject to the terms and conditions thereof, to purchase certain senior secured notes from Midco.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and the other Note Parties party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Secured Parties, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), and all products and proceeds thereof, to secure the payment of all amounts owing by MidCo under the Note Purchase Agreement.

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

1. Guarantee and Collateral Agreement Controls. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein shall have the meanings given to them in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations (as defined in the Guarantee and Collateral Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Secured Parties, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AGDATA, L.P.

By: Greg Flaster

Name: Greg Flaster

Title: Vice President, Assistant Treasurer and Secretary


Agreed and accepted as of the date first written above:

AGDATA DEBTCO, L.P.,
as Collateral Agent

By: David I. Wolmer
Name: David I. Wolmer
Title: President

Schedule A

Trademark Registrations & Applications

No.	Jurisdiction	Mark/Name	App. No./Reg. No.	Owner Information
1.	United States	AGCELERATE	Reg. No. : 4136269 App. No.: 85131255	AGDATA, L.P.
2.	United States	Design Only 	Reg. No. : 4236934 App. No.: 85568297	AGDATA, L.P.
3.	United States	CULTIVATING INSIGHT	Reg. No. : 4236829 App. No.: 85562420	AGDATA, L.P.
4.	United States	ETRAFX	Reg. No. : 3083571 App. No.: 78369849	AGDATA, L.P.
5.	United States	AGDATA	Reg. No. : 2088657 App. No.: 75020976	AGDATA, L.P.
6.	United States	DATA DIMENSIONS	Reg. No. : 3610702 App. No.: 78428096	AGDATA, L.P.

Trademark Licenses

None.