

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM768785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NETBASE SOLUTIONS, INC.		11/18/2021	Corporation: DELAWARE
QUID, LLC		11/18/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK, AS ADMINISTRATIVE AGENT		
Street Address:	135 N. LOS ROBLES AVE., 7TH FLOOR		
City:	PASADENA		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6732348	NETBASE QUID	
Registration Number:	6732347	NETBASE QUID	
Registration Number:	6732346	NETBASE QUID	
Registration Number:	6719477	NETBASE QUID	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7562.009		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	11/18/2022		

OP \$115.00 6732348

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 18, 2021 (this "Trademark Security Agreement"), is made by NETBASE SOLUTIONS, INC., a Delaware corporation and QUID, LLC, a Delaware limited liability company (each a "Grantor" and collectively, the "Grantors"), in favor of EAST WEST BANK, as the Administrative Agent (as defined in the Pledge and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among NetBase Solutions, Inc., a Delaware corporation (the "Borrower"), certain affiliates of the Borrower from time to time party thereto, the Administrative Agent and the lenders party thereto from time to time as "Lenders", the Administrative Agent and the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth herein;

WHEREAS, the Administrative Agent and the Lenders are willing to make such extensions of credit to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Administrative Agent, for the ratable benefit of the Secured Parties, that certain Pledge and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") among Grantors, the other affiliates of Grantors from time to time party thereto, and the Administrative Agent;

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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, damages, proceeds and payments 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.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remain Liable. Grantors hereby agree that, anything herein to the contrary notwithstanding, Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Authorization To Supplement. If any Grantor shall obtain rights to any new trademark application or issued trademark or become entitled to the benefit of any trademark application or trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

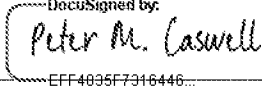
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflict of laws principles other than Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York.

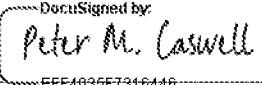
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

NETBASE SOLUTIONS, INC., as Grantor


By: 
Name: Peter M. Caswell
Title: Chief Executive Officer

QUID, LLC, as Grantor

By: 
Name: Peter M. Caswell
Title: Managing Director

ACCEPTED AND AGREED
as of the date first above written:

EAST WEST BANK, as the Administrative Agent

By: 
Name: Eric Chico
Title: First Vice President

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

US Trademark Registrations/Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
NETBASE	86444841	Registered	4760154	6/23/15	NetBase Solutions, Inc.
NETBASE	86412174	Registered	4699949	3/10/15	NetBase Solutions, Inc.
NETBASE LIVE PULSE	86238668	Registered	4846895	11/3/15	NetBase Solutions, Inc.
NETBASE LIVE PULSE	86238623	Registered	4842104	10/27/15	NetBase Solutions, Inc.
HUMAN INTUITION AT SUPERHUMAN SCALE	86686432	Registered	5167195	3/21/17	Quid, LLC
AUGMENTED INTELLIGENCE	86047869	Registered	4705457	3/17/15	Quid, LLC
QUID	86047874	Registered	4760914	6/23/15	Quid, LLC
QUID	85057672	Registered	4218316	10/2/12	Quid, LLC

International Registrations

1. NETBASE (Cls. 35 & 42) -WIPO	1320794	Reg. 8/25/2016
WIPO International Registration, Grants of Protection thereunder issued by Australia, France, Germany, Italy, Japan and the United Kingdom. All Grants of Protection have the same expiry date.		
2. QUID (Cls. 9, 35, 36 & 41) - CANADA	TMA931045	Reg. 3/9/2016
3. QUID (Cls. 35, 36 & 42) – EU	012632949	Reg. 10/16/2014
4. QUID (Cl. 42) – JAPAN	5671703	Reg. 5/23/2014
5. QUID (Cl. 35 & 41) – NEW ZEALAND	1022487	Reg. 5/3/2016
6. QUID (Cl. 42) – SOUTH KOREA	410294790	Reg. 7/24/2014
7. QUID (Cl. 35, 36 & 42) – UK	UK00912632949	Reg. 10/16/2014
8. TECH GENOME (Cls. 9, 35 & 42) – UK	UK00909883158	Reg. 8/30/2011
9. TECH GENOME (Cls. 9, 35 & 42) – EU	009883158	Reg. 8/30/2011
10. HUMAN INTUITION AT SUPERHUMAN SCALE (Cls. 35, 36, 41 & 42) – EU	014962443	Reg. 5/20/2016
11. HUMAN INTUITION AT SUPERHUMAN SCALE (Cls. 35, 36, 41 & 42) – UK	UK00914962443	Reg. 5/20/2016

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

(continued)

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
NETBASE QUID	88844688	Registered	6732348	5/24/22	NetBase Solutions, Inc.
NETBASE QUID	88844674	Registered	6732347	5/24/22	NetBase Solutions, Inc.
NETBASE QUID	88844664	Registered	6732346	5/24/22	NetBase Solutions, Inc.
NETBASE QUID	88844529	Registered	6719477	5/3/22	NetBase Solutions, Inc.