

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Logic, Inc.		12/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4554511	DISPLAY NURTURING	
Registration Number:	4554512	INFLUENCER NURTURING	
Registration Number:	5881858	ACTIVATE ABM	
Registration Number:	6228812	JOURNEY ACCELERATION	
Serial Number:	97174666	ML INSIGHTS	
Serial Number:	97247028	MADISON LOGIC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.318.6000		
Email:	yoosonlee@paulhastings.com		
Correspondent Name:	Yooson Sandy Lee		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Yooson Sandy Lee		
SIGNATURE:	/s/ Yooson Sandy Lee		
DATE SIGNED:	12/30/2022		

OP \$165.00 4554511

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2022 (this "Agreement"), by and between Madison Logic, Inc., a Delaware corporation (the "Grantor"), and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Credit Agreement, dated as of December 30, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among True North Midco 2, Inc., a Delaware corporation ("Holdings"), True North Merger Sub, Inc., a Delaware corporation (the "Initial Borrower") Madison Logic Holdings, Inc., a Delaware corporation (the "Target") (with the Initial Borrower to merge with and into the Target on the Effective Date with the Target as the surviving entity), the Lenders from time to time party thereto, MONROE CAPITAL MANAGEMENT ADVISORS, LLC as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent, and the various other parties thereto and (b) that certain Collateral Agreement, dated as of December 30, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among Holdings, the Initial Borrower, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the "Trademark Collateral"); *provided* that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MADISON LOGIC INC., as Grantor

By: 


Name: Gary Stair

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007935 FRAME: 0865

**MONROE CAPITAL MANAGEMENT ADVISORS,
LLC, as Collateral Agent**

By:  _____
Name: Matthew J. Bernstein
Title: Director

**Schedule 1
The Trademark Collateral**

Trademark Registrations and Applications in the United States Patent and Trademark Office

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Status</u>	<u>Owner</u>
DISPLAY NURTURING	US	85/919,322	4,554,511	REGISTERED	MADISON LOGIC, INC.
INFLUENCER NURTURING	US	85/919,340	4,554,512	REGISTERED	MADISON LOGIC, INC.
ACTIVATE ABM	US	86/832,399	5,881,858	REGISTERED	MADISON LOGIC, INC.
JOURNEY ACCELERATION	US	88/381,728	6,228,812	REGISTERED	MADISON LOGIC, INC.

Applications in Process:

<u>Application</u>	<u>Country</u>	<u>App. No.</u>	<u>Status</u>	<u>Owner</u>
ML INSIGHTS	US	97/174,666	PUBLISHED	MADISON LOGIC, INC.
MADISON LOGIC	US	97/247,028	PUBLISHED	MADISON LOGIC, INC.