

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780682

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UserTesting, Inc. | | 01/12/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MS Private Credit Administrative Services LLC, as Collateral Agent | | |
| Street Address: | 1585 Broadway, 39th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10036 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5232976 | | |
| Registration Number: | 5232975 | HANDRAIL | |
| Registration Number: | 5955161 | U | |
| Registration Number: | 4670195 | USER TESTING | |
| Registration Number: | 5971775 | USERTESTING | |
| 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: | 800-494-5225 | | |
| Email: | ipteam@coagencyglobal.com | | |
| Correspondent Name: | Stewart Walsh | | |
| Address Line 1: | 1025 Connecticut Ave NW, Suite 712 | | |
| Address Line 2: | COGENCY GLOBAL Inc. | | |
| Address Line 4: | Washington, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | 1882655 TM | | |
| NAME OF SUBMITTER: | Sonya Jackman | | |
| SIGNATURE: | /Sonya Jackman/ | | |
| DATE SIGNED: | 01/13/2023 | | |

OP \$140.00 5232976

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of January 12, 2023, is made by UserTesting, Inc., a Delaware corporation (the “Grantor”), in favor of MS Private Credit Administrative Services LLC as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of April 5, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Owl Intermediate Holdco, Inc., a Delaware corporation (“Holdings”), Owl Merger Sub, Inc., a Delaware corporation (“Initial Borrower” or “Merger Sub”) as the initial Borrower hereunder, UserZoom Technologies, Inc., a Delaware corporation (the “Company” and, following the Merger, in its capacity as successor borrower to Initial Borrower by operation of law, “Successor Borrower” and, together with the Initial Borrower, the “Borrowers”, and each a “Borrower”), the lending institutions from time to time parties hereto (the “Lenders”, and each a “Lender”) and MS Private Credit Administrative Services LLC, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of April 5, 2022, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement as the context may require.
2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the

“Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

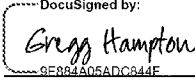
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words “execution”, “execute”, “signed”, “signature”, and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UserTesting, Inc.,
as the Grantor

By: 
Name: Gregg Hampton
Title: Chief Financial Officer

MS Private Credit Administrative Services LLC,
as the Collateral Agent

By: _____
Name:
Title:

**MS PRIVATE CREDIT ADMINISTRATIVE
SERVICES LLC,**
as the Collateral Agent

By: 




Name: *Kenneth Sanz*

Title: *MANAGING DIRECTOR*

SCHEDULE A

U.S. Trademark Registrations and Applications

Registrations:

| OWNER | REGISTRATION NUMBER | TITLE |
|-------------------|----------------------------|---|
| UserTesting, Inc. | 5232976 |  |
| UserTesting, Inc. | 5232975 | HANDRAIL |
| UserTesting, Inc. | 5955161 |  |
| UserTesting, Inc. | 4670195 |  |
| UserTesting, Inc. | 5971775 | USERTESTING |

Applications:

| APPLICANT | SERIAL NUMBER | TITLE |
|-------------------|----------------------|--------------------|
| UserTesting, Inc. | 90694755 | CXN |
| UserTesting, Inc. | 90836527 | CXN |
| UserTesting, Inc. | 90694758 | USERTESTING CXN |