TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM777550

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
G2 WEB SERVICES, INC.		12/30/2022	Corporation:

RECEIVING PARTY DATA

Name:	TRANS UNION LLC		
Street Address:	555 West Adams Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4477681	G2 MERCHANT MAP
Registration Number:	4675521	COMPASS SCORE

CORRESPONDENCE DATA

Fax Number: 3124643111

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: 3124643100

rholmes@loeb.com Email: Loeb & Loeb LLP **Correspondent Name:** Address Line 1: 321 N. Clark Street

Address Line 2: suite 2300

Address Line 4: Chicago, ILLINOIS 60654

NAME OF SUBMITTER:	Jonathan B. Thielbar
SIGNATURE:	/Jonathan B. Thielbar/
DATE SIGNED:	12/30/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 30, 2022, is made by **G2 WEB SERVICES, INC.**, a Delaware corporation ("<u>G2</u>") and **LUNDQUIST CONSULTING, INC.**, a Delaware corporation ("<u>LCI</u>"; and collectively with G2, the "<u>Grantors</u>" and each a "<u>Grantors</u>") in favor of Trans Union LLC, as agent for the Holder as defined below ("Agent").

WITNESETH:

WHEREAS, pursuant to (i) that certain Secured Promissory Note in the original principal amount of \$72,000,000 made by G2 Acquisition Inc., a Delaware corporation and LCI Acquisition Inc., a Delaware corporation (collectively, "Debtor") in favor of Agent, for the benefit of Argus Information and Advisory Services Inc. (together with its successors and permitted assigns, "Holder"), dated as of the date hereof (as amended, modified and/or supplemented from time to time, the "Note") and (ii) that certain Guaranty and Security Agreement made by and among Debtor, G2, LCI, Fintellix Guarantor LLC, a Delaware limited liability company, Fintellix LLC, a Delaware limited liability company, LFG Data Services Group LP, a Delaware limited partnership, LFG Data Services LP, a Delaware limited partnership ("LFG Parent"), and Agent, dated as of the date hereof (as amended, modified and/or supplemented from time to time, the "Security Agreement"), the Holder has agreed to provide Debtor certain financial accommodations; and

WHEREAS, the Holder is willing to provide Debtor the financial accommodations as provided for in the Note, but only upon the condition, among others, that the Grantors shall have executed and delivered this Intellectual Property 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:
- Section 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note or the Security Agreement, as applicable.
- (a) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):
- "Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.
- "Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including

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license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

"Patents" means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"<u>Patent License</u>" means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence..

"<u>Trademark License</u>" means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

"Trademarks" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

- Section 2. <u>GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL</u>. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent for the benefit of the Holder a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Intellectual Property Collateral</u>"):
- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on <u>Schedule I</u> hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on <u>Schedule II</u> hereto;
 - (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and

- (e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, and (iv) infringement of any Copyright or Copyright licensed under any Copyright License.
- REPRESENTATIONS AND WARRANTIES. Each Grantor represents Section 3. and warrants (provided that with respect to the Acquired Companies or their Business, as such terms are defined in the Purchase Agreement, such representation or warranty shall not be deemed breached by the inaccuracy of any information provided by Agent or Holder or any of their respective Affiliates to the Maker or any of its Affiliates in the Purchase Agreement) that such Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I and Schedule II, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of such Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, such Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of each Grantor, all action necessary or desirable to protect and perfect Agent's Lien on such Grantor's Patents, Trademarks and Copyrights shall have been duly taken.
- Section 4. <u>COVENANTS</u>. Each Grantor covenants and agrees with the Holder and Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:
- (a) Such Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) owned by or granted to such Grantor may become abandoned or dedicated, or of any adverse determination or development (other than prosecution of any application in the United States Patent and Trademark Office or the United States Copyright Office) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.
- (b) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Servicer) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.
- (c) Each Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application deemed material to the conduct of its business or operations, to obtain the relevant registration and to maintain the registration of each of the Patents

or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

- (d) In the event that any of the Intellectual Property owned by or exclusively licensed to such Grantor and material to the conduct of its business or operations is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Agent promptly after such Grantor learns thereof. Such Grantor shall, unless it shall reasonably determine that such Intellectual Property is not material to the conduct of its business or operations, promptly take all commercially reasonable actions appropriate under the circumstances, determined in its reasonable business judgement, to protect such Intellectual Property, including suing for infringement, misappropriation or dilution and recovering any and all damages for such infringement, misappropriation or dilution.
- Section 5. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 6. <u>REINSTATEMENT</u>. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
- Section 7. <u>NOTICES</u>. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Note.
- Section 8. <u>TERMINATION OF THIS SECURITY AGREEMENT</u>. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

above.	
	By: Name: Irina Krasik Title: Co-President
	By: Name: Irina Krasik Title: Co-President
ACCEPTED and ACKNOWLEDGED by:	Title. Co-Fresident
ΓRANS UNION LLC	
By: Name: Title:	

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

	G2 WEB SERVICES, INC.
	By: Name: Title:
	LUNDQUIST CONSULTING, INC.
	By:Name: Title:
ACCEPTED and ACKNOWLEDGED by:	
TRANS UNION LLC	
By: <u>Kachel Manty</u> Name: Rachel Mantz Title: Senior Vice President, Deputy General Counsel &	

Corporate Secretary

SCHEDULE I

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. ISSUED PATENTS

Title	Patent Number	Issue Date	Country	Grantor
System and Method for Management and Processing of Bankruptcy Claims and Payments	7,856,385	12/21/2010	US	Lundquist Consulting, Inc.
System and Method Payment Allocation and Processing of Bankruptcy Claims	8,756,132	6/17/2014	US	Lundquist Consulting, Inc.

2. PATENT APPLICATIONS

Title	App. Number	Status	Country	Grantor
System and Methods for Global Boarding of Merchants	14/494,414	Abandoned 02/19/2018	US	G2 Web Services, Inc.

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SCHEDULE II

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date	Country	Grantor
COMPASS SCORE	4675521	01/20/2015	US	G2 Web Services, Inc.
G2 MERCHANT MAP	4477681	02/04/2014	US	G2 Web Services, Inc.

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RECORDED: 12/30/2022 REEL: 007952 FRAME: 0714