

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAMR, Inc.		01/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	2029 Century Park East, 38th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6296084	TAMR CLOUD	
Registration Number:	6145618	TAMR GOVERNMENT SOLUTIONS	
Registration Number:	6034897	TAMR STEWARD	
Registration Number:	5049177	TAMR	
Registration Number:	4881630	TAMR	
Registration Number:	4998745	TAMR LEVERAGE ALL DATA	
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:	8004945225		
Email:	ipteam@cogencyglobal.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:	1890266 TM		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		

OP \$165.00 6296084

DATE SIGNED:

01/30/2023

Total Attachments: 9

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of January 27, 2023, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and TAMR, INC., a Delaware corporation (“Grantor”). This Agreement amends, restates and supersedes in its entirety that certain Intellectual Property Security Agreement, dated as of March 19, 2021, between Lender and Grantor.

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Amended and Restated Credit and Security Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement unless otherwise defined in this Agreement). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Intellectual Property Collateral (as defined below), including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations under the Credit Agreement, Grantor grants and pledges to Lender a security interest, in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, Grantor’s right, title and interest in, to and under the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those copyright registrations set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same,

including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademark application and registrations, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Grantor's Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary, "Intellectual Property Collateral" shall not include: (i) any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise, or (ii) any contract or instrument (including, without limitation, any agreement that is an in-license of intellectual property) in which Grantor has any right, title or interest, that is subject to any provision that prohibits (or requires the licensor's consent for) the grant or creation of a security interest in, or that prohibits (or requires the licensor's consent for) the assignment of, any of Grantor's right, title or interest therein to any third party, or if any such grant or creation, or if any foreclosure, enforcement or other exercise of Lender's rights hereunder, or if any assignment in connection therewith, could cause or result in a breach or default under such contract or instrument or a violation of applicable law or regulation.

2. Recordation. Grantor authorizes the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States to record this security interest in the Intellectual Property Collateral upon request by Lender, such recordations to be facilitated by Lender including the payment of any recordation fees. Upon the conclusion of the Credit Agreement and satisfaction of Grantor's obligations thereunder, Lender agrees to execute a release of the security interests in the Intellectual Property Collateral to enable Grantor to record such release, and Lender authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record such release.

3. Authorization. Grantor agrees that Lender may (a) modify this Agreement unilaterally by amending Exhibits A, B, or C, as applicable, to this Agreement solely to the extent necessary to include any Intellectual Property Collateral which Grantor obtains an ownership interest in subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended Exhibit A, B, or C, as applicable, reflecting such new Intellectual Property Collateral; provided, Grantor has provided Lender with written notice of such ownership interest obtained subsequent to the date of this Agreement that would constitute Intellectual Property Collateral; and provided further, Lender provides Grantor with

a copy of such amendment for Grantor's review and approval prior to filing (such approval not to be unreasonably withheld).

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

66 Church Street
Cambridge, MA 02138
Attention: Andrew Palmer, President and CEO

GRANTOR:

TAMR, INC.

By: Andrew Palmer

Name: Andrew Palmer

Title: President and CEO

Address:

JPMorgan Chase Bank, N.A.
2029 Century Park East, 38th Floor
Los Angeles, CA 90067
Attention: Cameron Gray

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

TAMR, INC.

66 Church Street
Cambridge, MA 02138
Attention: Andrew Palmer, President and CEO

By: _____

Name: _____

Title: _____

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

JPMorgan Chase Bank, N.A.
2029 Century Park East, 38th Floor
Los Angeles, CA 90067
Attention: Cameron Gray

By: Cameron Gray

Name: Cameron Gray

Title: Authorized Officer

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
REEL: 007954 FRAME: 0973

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Getting Analytics Right	V9935 D410	5/18/2016
Getting Data Right	V9939 D660	10/27/2016

EXHIBIT B**Patents**

<u>Description</u>	<u>Patent no. / Application Number</u>	<u>Patent date / Application Date</u>
Method and computer program product for geospatial binning	10,877,948 16/918158	12/29/2020 7/1/2020
Automatic contextualization for in-situ data issue reporting, presentation and resolution	10,817,362 16/800354	10/27/2020 2/25/2020
Computer-implemented method for performing hierarchical classification	10,803,105 16/704046	10/13/2020 12/5/2019
Scalable binning for big data deduplication	10,613,785 15/729980	4/7/2020 10/11/2017
Method and system for large scale data curation	9,542,412 14/228546	1/10/2017 3/28/2014
SCALABLE BINNING FOR BIG DATA DEDUPLICATION	11,204,707 16/839795	12/21/2021 4/3/2020
DATA CURATION SYSTEM WITH VERSION CONTROL FOR WORKFLOW STATES AND PROVENANCE	11,042,523 16/710680	6/22/2021 12/11/2019
GENERATING AND REUSING TRANSFORMATIONS FOR EVOLVING SCHEMA MAPPING	10,860,548 16/704079	12/8/2020 12/5/2019
GENERATING AND REUSING TRANSFORMATIONS FOR EVOLVING SCHEMA MAPPING	11,003,636 16/038762	5/22/2021 7/18/2018
METHOD AND SYSTEM FOR LARGE SCALE DATA CURATION	10929348 15/359795	2/23/2021 11/23/2016
METHOD AND SYSTEM FOR LARGE SCALE DATA CURATION	11500818 17/180,285	11/15/2022 2/19/2021
COMPUTER-IMPLEMENTED METHOD FOR PERFORMING	11,232,143 17/068,489	1/25/2022 10/12/2020

<u>Description</u>	<u>Patent no. / Application Number</u>	<u>Patent date / Application Date</u>
HIERACHICAL CLASSIFICATION		
REVIEW AND CURATION OF RECORD CLUSTERING CHANGES AT LARGE SCALE	11,321,359 16/706,086	5/3/2022 12/6/2019
COMPUTER-IMPLEMENTED METHOD FOR PERFORMING HIERARCHIAL CLASSIFICATION	17/581,148	1/21/2022
GENERATING AND REUSING TRANSFORMATIONS FOR EVOLVING SCHEMA MAPPING	17/316,161	5/10/2021
METHOD OF USING CLUSTERS TO TRAIN SUPERVISED ENTITY RESOLUTION IN BIG DATA	11,049,028 17/196,558	6/29/2021 3/9/2021
METHOD OF USING CLUSTERS TO TRAIN SUPERVISED ENTITY RESOLUTION IN BIG DATA	17/358,766	6/25/2021
PRE-GROUPING FOR BIG DATA DEDUPLICATION	17/712,259	4/4/2022
METHOD AND COMPUTER PROGRAM PRODUCT FOR TRAINING A PAIRWISE CLASSIFIER FOR USE IN ENTITY RESOLUTION IN LARGE DATA SETS	11,416,780 17/481,977	8/16/2022 9/22/2021
METHOD AND COMPUTER PROGRAM PRODUCT FOR PRODUCING A RECORD CLUSTERING WITH ESTIMATED CLUSTERING ACCURACY METRICS WITH CONFIDENCE INTERVALS	11,294,937 17/493,491	4/5/2022 10/4/2021

EXHIBIT C

Trademarks

<u>Description</u>	<u>Trademark no. / Application Number</u>	<u>Trademark Date / Application Date</u>
TAMR CLOUD	6296084	March 16, 2021
TAMR GOVERNMENT SOLUTIONS	6145618	September 8, 2020
TAMR STEWARD	6034897	April 14, 2020
TAMR (word)	5049177	September 27, 2016
TAMR (logo)	4881630	January 5, 2016
TAMR LEVERAGE ALL DATA	4998745	July 12, 2016

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