

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chartbeat, Inc.		03/01/2023	Corporation: DELAWARE
Lineup Systems Corporation		03/01/2023	Corporation: DELAWARE
Tubular Labs, Inc.		03/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	125 High Street, Suite 1000		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6078866		
Registration Number:	3739519	CHARTBEAT	
Registration Number:	4482124		
Registration Number:	6123595	ADPOINT	
Registration Number:	6123596	LINEUP	
Registration Number:	4598565	TUBULAR	
Registration Number:	5022742	TUBULAR	
Registration Number:	6548187	CONTENTGRAPH	
Serial Number:	90281590	DEALMAKER	
Registration Number:	6102831	TUBULAR	
Registration Number:	6102832	TUBULAR	
Registration Number:	6246040	V30	
Registration Number:	6246041	V7	
Registration Number:	6246042	ER30	
Registration Number:	6246043	ER3	
Registration Number:	6246044	ER7	
Registration Number:	6303620	V3	

CH \$440.00 6078866

CORRESPONDENCE DATA**Fax Number:** 2027393001

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: 2027395866**Email:** felicia.gordon@morganlewis.com**Correspondent Name:** Morgan, Lewis & Bockius LLP**Address Line 1:** 1111 Pennsylvania Avenue, NW**Address Line 4:** Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438.14.0940
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NAME OF SUBMITTER:	Felicia D. Gordon
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SIGNATURE:	/Felicia D. Gordon/
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DATE SIGNED:	03/03/2023
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of March, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 1, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **MIAMI PURCHASER, INC.**, a Delaware corporation ("Parent"), **CHARTBEAT, INC.**, a Delaware corporation (the "Company", and together with any other Person that joins the Credit Agreement as a "Borrower" in accordance with the terms thereof, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 1, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark 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:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

provided, that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS; ELECTRONIC EXECUTION.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all

purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement and any notices as set forth herein by telefacsimile or other electronic method of transmission will be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Marsha Mansour
Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>GRANTOR</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER/SERIAL NO.</u>	<u>TRADEMARK</u>
Chartbeat, Inc.	United States	6078866	2017 Chartbeat logo
Chartbeat, Inc.	United States	3739519	CHARTBEAT
Chartbeat, Inc.	United States	4482124	Chartbeat Original Color Logo
Lineup Systems Corporation	United States	6,123,595	ADPOINT
Lineup Systems Corporation	United States	6,123,596	LINEUP
Tubular Labs, Inc.	United States	4598565	TUBULAR
Tubular Labs, Inc.	United States	5022742	TUBULAR
Tubular Labs, Inc.	United States	6548187	CONTENTGRAPH (standard character)
Tubular Labs, Inc.	United States	90281590	DEALMAKER (standard character)
Tubular Labs, Inc.	United States	6102831	TUBULAR (standard character)
Tubular Labs, Inc.	United States	6102832	TUBULAR (logo)
Tubular Labs, Inc.	United States	6246040	V30 (standard character)
Tubular Labs, Inc.	United States	6246041	V7 (standard character)
Tubular Labs, Inc.	United States	6246042	ER30 (standard character)
Tubular Labs, Inc.	United States	6246043	ER3 (standard character)
Tubular Labs, Inc.	United States	6246044	ER7 (standard character)
Tubular Labs, Inc.	United States	6303620	V3 (standard character)
Chartbeat, Inc.	Intl. Reg. Only	1595034	2017 Chartbeat logo
Chartbeat, Inc.	European Union (Community)	1595034	2017 Chartbeat logo
Chartbeat, Inc.	United Kingdom	WO0000001595034	2017 Chartbeat logo
Chartbeat, Inc.	European Union (Community)	9839531	CHARTBEAT

Chartbeat, Inc.	United Kingdom	UK00909839531	CHARTBEAT
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Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

<u>LICENSEE</u>	<u>LICENSOR</u>	<u>COUNTRY/STATE</u>	<u>REGISTRATION/ APPLICATION NUMBER, IF ANY</u>	<u>DESCRIPTION</u>
XIMERA, Inc. ("XIMERA")	Chartbeat, Inc.	N/A	N/A	Pursuant to XIMERA's sales channel relationship with Chartbeat, Inc., XIMERA has a limited non-exclusive license to use Chartbeat, Inc.'s trademarks in order to market and sell Chartbeat, Inc.'s software and services.
Tabon Digital Pte. Ltd. ("Tabon")	Chartbeat, Inc.	N/A	N/A	Pursuant to Tabon's sales channel relationship with Chartbeat, Inc., Tabon has a limited non-exclusive license to use Chartbeat, Inc.'s trademarks in order to market and sell Chartbeat, Inc.'s software and services.
Bitly, Inc. ("Bitly") and Betaworks Studio, LLC ("Betaworks")	Chartbeat, Inc.	N/A	N/A	Bitly has a non-exclusive license to use Betaworks Technology (which includes Chartbeat, Inc.'s software).