

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM803954

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Policy Confluence, Inc.		03/31/2023	Corporation: DELAWARE
Healthy Outcomes LLC		03/31/2023	Limited Liability Company: COLORADO
National Research Center, Inc.		03/31/2023	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Ann Arbor		
<b>Street Address:</b>	125 South Fifth Avenue		
<b>City:</b>	Ann Arbor		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48104		
<b>Entity Type:</b>	Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4611625	THE NATIONAL BUSINESS SURVEY	
<b>Registration Number:</b>	3737769	THE NATIONAL EMPLOYEE SURVEY (NES)	
<b>Registration Number:</b>	4652936	COMMUNITY ASSESSMENT SURVEY FOR OLDER AD	
<b>Registration Number:</b>	4656384	AWARD WINNER VOICE OF THE PEOPLE	
<b>Registration Number:</b>	5947773	THE NATIONAL COMMUNITY SURVEY	
<b>Registration Number:</b>	5947777	THE NATIONAL POLICE SERVICES SURVEY	
<b>Registration Number:</b>	6265459	VOICE OF THE PEOPLE	
<b>Registration Number:</b>	5908087	POLCO	
<b>Registration Number:</b>	4819702	BALANCING ACT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>			
<b>Phone:</b>	7349302488		
<b>Email:</b>	trademarks@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield		
<b>Address Line 1:</b>	201 South Division, Suite 400		

OP \$240.00 4611625

**Address Line 4:** Ann Arbor, MICHIGAN 48104

**NAME OF SUBMITTER:** Susan M. Kornfield

**SIGNATURE:** /susan m. kornfield/

**DATE SIGNED:** 04/18/2023

**Total Attachments: 7**

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**AGREEMENT**  
**(Trademark)**

THIS AGREEMENT (TRADEMARK) (this “Agreement”), dated as of March 31, 2023 between the undersigned (individually each the “Debtor” and collectively the “Debtors”) and Bank of Ann Arbor (“Secured Party”).

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of March 31, 2023 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement) by and among Policy Confluence, Inc., a Delaware corporation (“Borrower”) and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make a Term Loan to the Borrower; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of March 31, 2023, to the Secured Party (as amended or otherwise modified from time to time, the “Security Agreement”); and

C. WHEREAS, as a condition precedent to the making of the Term Loan under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure the Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make the Term Loan to Borrower pursuant to the Credit Agreement, the Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 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 in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the “Trademark Collateral”), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any trademarks or such other Person’s names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including

without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by any Debtor against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license, including any trademark, trademark registration or trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any trademark or for breach or enforcement of any trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and liens established hereby on any Trademark Collateral if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing or as otherwise approved by Secured Party.

SECTION 5. Acknowledgment. Each Debtor hereby further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

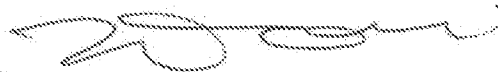
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

**[Remainder of Page Intentionally Left Blank]**

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.

DEBTORS:

**POLICY CONFLUENCE, INC.**



By: \_\_\_\_\_

Name: Nick Mastronardi

Title: Chief Executive Officer

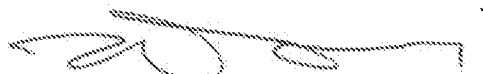
Address:

8001 Terrace Avenue

Middleton, Wisconsin 53562

**HEALTHY OUTCOMES LLC**

By: Policy Confluence, Inc., its Manager



By: \_\_\_\_\_

Name: Nick Mastronardi

Title: Chief Executive Officer

Address:

2840 N Fairfax Street, Suite 207

Denver, Colorado 80207

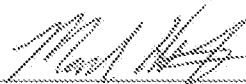
**NATIONAL RESEARCH CENTER, INC.**

DocuSigned by:  
*Nick Mastronardi*  
By: 8CCE3AF7858E4E4...  
Name: Nick Mastronardi  
Title: Chief Executive Officer

Address:  
2955 Valmont Road, Suite 300  
Boulder, Colorado 80301

SECURED PARTY:

**BANK OF ANN ARBOR**

By:  \_\_\_\_\_

Name: Mark W. Holtz

Title: Senior Vice President



**SCHEDULE 1.1****TRADEMARK COLLATERAL**

<b>Trademark</b>	<b>Serial #</b>	<b>Registration #</b>	<b>Registration Date</b>	<b>Status</b>	<b>Owner</b>
The National Business Survey	86261680	4611625	September 23, 2014	Registered/Live	National Research Center, Inc.
The National Employee Survey	77525179	3737769	January 12, 2010	Registered/Live	National Research Center, Inc.
Community Assessment Survey for Older Adults	86289124	4652936	December 9, 2014	Registered/Live	National Research Center, Inc.
Award Winner Voice of the People	86317366	4656384	December 16, 2014	Registered/Live	National Research Center, Inc.
The National Community Survey	88255479	5947773	December 31, 2019	Registered/Live	National Research Center, Inc.
The National Police Services Survey	88256811	5947777	December 31, 2019	Registered/Live	National Research Center, Inc.
Voice of the People	90039776	6265459	February 9, 2021	Registered/Live	National Research Center, Inc.
Polco	88414377	5908087	November 12, 2019	Registered/Live	Policy Confluence, Inc.
Balancing Act	86441274	4819702	September 22, 2015	Registered/Live	Healthy Outcomes, Inc.