

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORSTA WORLDWIDE, INC.		04/21/2023	Corporation: DELAWARE
FORSTA INC.		04/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor to U.S. BANK NATIONAL ASSOCIATION as collateral agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3155244	FOCUSVISION INTERVU	
Registration Number:	5186792	DEVICEVU	
Registration Number:	5181915	HOMEVU	
Registration Number:	4959941	RESEARCHREPORTER	
Registration Number:	4473434	DECIPHER	
Registration Number:	3148058	REVELATION	
Registration Number:	5390056	FV CLASSIC LIVE	
Registration Number:	5390060	FV VIDEO INSIGHTS	
Registration Number:	5359351	FV360	
Registration Number:	7028374	FV FOCUSVISION	
Registration Number:	6592563	FOCUSVISION	
Registration Number:	7028383	FOCUSVISION DECIPHER NOW	
Registration Number:	6060224	SEE FOR YOURSELF	
Registration Number:	7028386	FOCUSVISION DECIPHER	
Registration Number:	5251904	FORSTA	
Serial Number:	88428292	FOCUSVISION INSIGHTS	
Serial Number:	88430435	FOCUSVISION REVELATION	

CH \$440.00 3155244

CORRESPONDENCE DATA**Fax Number:** 2125305219*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:** 212-530-5878**Email:** dcip@milbank.com, jgarces@milbank.com**Correspondent Name:** John Garces, Esq.**Address Line 1:** 55 Hudson Yards**Address Line 2:** Milbank, LLP**Address Line 4:** New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	30045.00092
NAME OF SUBMITTER:	John Garces, Esq.
SIGNATURE:	/John Garces/
DATE SIGNED:	04/21/2023

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of April 21, 2023, is made by FORSTA WORLDWIDE, INC., a Delaware corporation and FORSTA INC., a Delaware corporation (the “**Grantors**” and each, a “**Grantor**”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION as successor to U.S. BANK NATIONAL ASSOCIATION, as the collateral agent for the Secured Parties (together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is entering into that certain Second Lien Security Agreement, dated as of July 25, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among AZALEA MERGER SUB, INC., a Delaware corporation, as initial issuer (which, after consummation of the Initial Merger on the Closing Date, was succeeded by AZALEA TOPCO, INC., a Delaware corporation, as issuer, AZALEA INTERMEDIATE CORP., a Delaware corporation, as holdings, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each Grantor, and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of each Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A hereto, together with all goodwill of each business connected with the use thereof and symbolized thereby, and, with respect to the foregoing, (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include, and the Security Interest shall not attach to, any “*intent-to-use*” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance 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 to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such *intent-to-use* application under applicable federal law (it being understood that, after such period,

such intent-to-use application shall be automatically subject to the Security Interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).


SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR

AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

FORSTA WORLDWIDE, INC.

By: 
Name: Devin J. Anderson
Title: President and Secretary

FORSTA INC.

By: 
Name: Devin J. Anderson
Title: Secretary

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008049 FRAME: 0291

Accepted and Agreed:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Benjamin J. Krueger
Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008049 FRAME: 0292

SCHEDULE A

Owner	Jurisdiction	Trademark	Reg. No. (Serial No.)
Forsta Worldwide, Inc.	USA	FOCUSVISION INTERVU	3155244
Forsta Worldwide, Inc.	USA	DEVICEVU	5186792
Forsta Worldwide, Inc.	USA	HOMEVU	5181915
Forsta Worldwide, Inc.	USA	RESEARCH REPORTER	4959941
Forsta Worldwide, Inc.	USA	DECIPHER	4473434
Forsta Worldwide, Inc.	USA	REVELATION	3148058
Forsta Worldwide, Inc.	USA	FV CLASSIC LIVE	5390056
Forsta Worldwide, Inc.	USA	FV VIDEO INSIGHTS	5390060
Forsta Worldwide, Inc.	USA	FV360	5359351
Forsta Worldwide, Inc.	USA	FV FOCUSVISION Logo	7028374
Forsta Worldwide, Inc.	USA	FOCUSVISION	6592563
Forsta Worldwide, Inc.	USA	FOCUSVISION DECIPHER NOW	7028383
Forsta Worldwide, Inc.	USA	SEE FOR YOURSELF	6060224

Owner	Jurisdiction	Trademark	Reg. No. (Serial No.)
Forsta Worldwide, Inc.	USA	FOCUSVISION INSIGHTS	88428292
Forsta Worldwide, Inc.	USA	FOCUSVISION DECIPHER	7028386
Forsta Worldwide, Inc.	USA	FOCUSVISION REVELATION	88430435
Forsta Inc.	USA	FORSTA	5251904