

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM805413

<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>
MODUS EDISCOVERY, INC.		04/24/2023	Corporation: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	127 PUBLIC SQUARE		
<b>City:</b>	CLEVELAND		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5029652	MODUS	
<b>Registration Number:</b>	4865828	LISTEN LEARN LEVERAGE	
<b>Registration Number:</b>	5105926	DATACASTER	
<b>Registration Number:</b>	5055953	DIGITAL CO-PILOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
	<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>	216-586-1309		
<b>Email:</b>	katharineharper@jonesday.com, pcyingier@jonesday.com		
<b>Correspondent Name:</b>	KATHARINE A. HARPER/JONES DAY		
<b>Address Line 1:</b>	901 LAKESIDE AVENUE		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	601755-185132		
<b>NAME OF SUBMITTER:</b>	KATHARINE A. HARPER		
<b>SIGNATURE:</b>	/KATHARINE A. HARPER/		
<b>DATE SIGNED:</b>	04/24/2023		
<b>Total Attachments: 5</b>			
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## Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of April 24, 2023 (this “**Agreement**”), among MODUS EDISCOVERY, INC., a South Carolina corporation (the “**Grantor**”) and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, COLLECTIVE SERVICES AND TECHNOLOGY, LLC, a Delaware limited liability company (the “**Parent Borrower**”), COLLECTIVE INTELLIGENCE INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), the Lenders party thereto, KEYBANK NATIONAL ASSOCIATION, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), Collateral Agent and L/C Issuer, and the other parties from time to time party thereto have entered into the Credit Agreement, dated as of October 11, 2022 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit and the LC Issuer has agreed to issue Letters of Credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Security Agreement, dated as of October 11, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Parent Borrower, Holdings, the other Subsidiary Parties named therein and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”), pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “**USPTO**”) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that 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 hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

*[Remainder of page intentionally left blank; signature pages follow]*

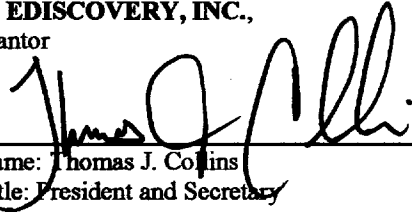
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**MODUS EDISCOVERY, INC.,**  
as the Grantor

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

Name: Thomas J. Collins

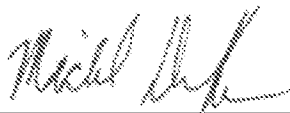
Title: President and Secretary

A handwritten signature in black ink, appearing to read 'Thomas J. Collins', is written over a horizontal line. The signature is cursive and somewhat stylized.

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008050 FRAME: 0245**

**KEYBANK NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: Michael DeRose  
Title: Vice President

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u>
MODUS	USA	Modus eDiscovery, Inc.	5029652
LISTEN LEARN LEVERAGE	USA	Modus eDiscovery, Inc.	4865828
DATACASTER	USA	Modus eDiscovery, Inc.	5105926
DIGITAL CO-PILOT	USA	Modus eDiscovery, Inc.	5055953