

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806507

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement Supplement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.D. Power		04/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	97833422	J.D. POWER OFFICIAL USED CAR GUIDE	
Serial Number:	97519283	POWERTRACKING	
Serial Number:	97398169	D&A IS OUR DNA	
Serial Number:	97081533	J.D. POWER	
Serial Number:	90456063	RESIDUAL VALUE WORKBENCH	
Serial Number:	90299254	VOV	
Serial Number:	90072323	J.D. POWER SMARTDIGITAL	
Serial Number:	90072491	SMARTDIGITAL	
Serial Number:	88928077	VERIFIED FAIR PRICE	
Serial Number:	88928097		
Serial Number:	88775413	VOICE OF THE UTILITY	
Serial Number:	88735750	VERIFIED IMPACT	
Serial Number:	88402829	J.D. POWER PASSENGER VIEW	
Serial Number:	87936966	VOICE OF THE VEHICLE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			

OP \$365.00 97833422

Phone: 2129061209
Email: JESS.BAJADA-BARTLETT@LW.COM
Correspondent Name: Jessica Bajada-Bartlett
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	045777-0133
NAME OF SUBMITTER:	Jessica Bajada-Bartlett
SIGNATURE:	/s/ Jessica Bajada-Bartlett
DATE SIGNED:	04/27/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (“*IP Security Agreement Supplement*”) dated April 27, 2023, is made by each Person listed on the signature page hereof (each, a “*Grantor*” and collectively, the “*Grantors*”) in favor of ROYAL BANK OF CANADA (“*Royal Bank*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Amended Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Amended Credit Agreement referred to below).

WHEREAS, BOOST INTERMEDIATE HOLDINGS II, LLC, a Delaware limited liability company (“*Holdings*”), PROJECT BOOST PURCHASER, LLC, a Delaware limited liability company (“*Borrower*”), each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Royal Bank, as administrative agent and Collateral Agent, entered into that certain First Incremental Amendment to Senior Secured First Lien Credit Agreement, dated as of December 16, 2019, that certain Second Incremental Amendment to Senior Secured First Lien Credit Agreement, dated as of January 21, 2020, that certain Third Incremental Amendment to Senior Secured First Lien Credit Agreement dated as of November 30, 2020, that certain Fourth Incremental Amendment to Senior Secured First Lien Credit Agreement, dated as of July 1, 2021 and that certain Fifth Amendment to Senior Secured First Lien Credit Agreement, dated as of April 27, 2023 (together, the “*Amendments*”) and that certain Senior Secured First Lien Credit Agreement, dated as of May 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”, and as amended by the Amendments, the “*Amended Credit Agreement*”). Terms defined in the Amended Credit Agreement and not otherwise defined herein are used herein as defined in the Amended Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement, dated as of May 30, 2019 made by the grantors party thereto from time to time to the Collateral Agent (as supplemented by that certain First Lien Security Agreement Supplement, dated as of December 16, 2019 and that certain First Lien Security Agreement Supplement dated September 28, 2021 and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Trademark Security Agreement, dated as of May 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, each Grantor party thereto has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, *inter alia*, a security interest in the Additional Collateral (as defined in Section 1 below) of such Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the following, except for any Excluded Property, whether now existing or hereafter arising or acquired from time to time (the "***Additional Collateral***"):

The Trademark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby;

(i) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(ii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, and the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and injunctive relief; and

(iii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement Schedules. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantors under this IP Security Agreement Supplement secures the payment of all Secured Obligations.

SECTION 4. Recordation. The Grantors authorize and request that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 5. Execution in Counterparts. This IP Security Agreement Supplement 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.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do 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 Additional 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 of any conflict or inconsistency between this IP Security Agreement Supplement and the Security Agreement, the Security Agreement shall control.

SECTION 7. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Amended Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

(signature pages follow)

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AUTODATA SOLUTIONS, INC.,
a Delaware corporation

DocuSigned by:

By: Joseph DaMour
Name: Joseph DaMour
Title: Chief Financial Officer

J.D. POWER,
a Delaware corporation


DocuSigned by:

By: Joseph DaMour
Name: Joseph DaMour
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement Supplement]

Acknowledged by:

ROYAL BANK OF CANADA, as Collateral Agent


By:  _____

Name: Susan Khokher

Title: Manager, Agency

Schedule A

Trademark registrations and applications

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
AUTODATA SOLUTIONS	97228020 19-JAN-2022	---	Pending	Autodata Solutions, Inc.
VINPX	97225683 18-JAN-2022	6989834 28-FEB-2023	Registered	Autodata Solutions, Inc.
VINOPTIONS	88915458 14-MAY-2020	6171742 06-OCT-2020	Registered	Autodata Solutions, Inc.
EPIANALYTICS	87273751 19-DEC-2016	5245525 18-JUL-2017	Registered	Autodata Solutions, Inc.
TEXTBI	86375824 25-AUG-2014	4719794 14-APR-2015	Registered	Autodata Solutions, Inc.
J.D. POWER OFFICIAL USED CAR GUIDE	97833422 10-MAR-2023	---	Pending	J.D. POWER
POWERTRACKING	97519283 25-JUL-2022	---	Pending	J.D. POWER
D&A IS OUR DNA	97398169 06-MAY-2022	7008094 21-MAR-2023	Registered	J.D. POWER
J.D. POWER	97081533 19-OCT-2021	6921891 13-DEC-2022	Registered	J.D. POWER
RESIDUAL VALUE WORKBENCH	90456063 08-JAN-2021	6455778 17-AUG-2021	Registered	J.D. POWER
VOV	90299254 04-NOV-2020	6460242 24-AUG-2021	Registered	J.D. POWER
J.D. POWER SMARTDIGITAL	90072323 24-JUL-2020	6505366 05-OCT-2021	Registered	J.D. POWER
SMARTDIGITAL	90072491 24-JUL-2020	6366449 25-MAY-2021	Registered	J.D. POWER
VERIFIED FAIR PRICE	88928077 21-MAY-2020	6298440 23-MAR-2021	Registered	J.D. POWER
Design Only 	88928097 21-MAY-2020	6367988 01-JUN-2021	Registered	J.D. POWER
VOICE OF THE UTILITY	88775413 28-JAN-2020	6503121 28-SEP-2021	Registered	J.D. POWER
VERIFIED IMPACT	88735750 20-DEC-2019	6317552 06-APR-2021	Registered	J.D. POWER
J.D. POWER PASSENGER VIEW	88402829 25-APR-2019	6309637 30-MAR-2021	Registered	J.D. POWER

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
VOICE OF THE VEHICLE	87936966 25-MAY-2018	6234228 29-DEC-2020	Registered	J.D. POWER