

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Momentive Inc.		05/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC, as Administrative Agent		
Street Address:	950 17th Street, Suite 1400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5690205		
Registration Number:	5943492	CUSTOMER POWERED DATA	
Registration Number:	5943494	EMPLOYEE POWERED DATA	
Registration Number:	5015402	FLUIDREVIEW	
Registration Number:	5029475	FLUIDSURVEYS	
Registration Number:	5000909	FLUIDWARE	
Registration Number:	5943488	MARKET POWERED DATA	
Registration Number:	5419352	PEOPLE POWERED DATA	
Registration Number:	3945630	SURVEYMONKEY	
Registration Number:	3945632	SURVEYMONKEY	
Registration Number:	3762880	SURVEYMONKEY	
Registration Number:	6032338	SURVEYMONKEY GENIUS	
Registration Number:	4826051	TECHVALIDATE	
Registration Number:	3837052	WUFOO	
Registration Number:	6992391	G	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

CH \$390.00 5690205

Phone: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, Suite 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1125691-0010-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 05/31/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 31, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of **ACQUIOM AGENCY SERVICES LLC**, as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to that certain U.S. Security Agreement, dated as of May 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. *Grant of Security Interest*

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, 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 (“**USPTO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

2.1 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof 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 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, solely to the extent, if any, that, and solely 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.

Section 3. *Security Agreement*

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. *Recordation*

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 5. *Termination*

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding contingent indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall, at the expense of the Grantors, execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein. Any Trademark Collateral disposed of in accordance with the terms of the Credit Agreement shall be automatically released of the Liens created hereby in accordance with Section 6.11 of the Security Agreement.

Section 6. *Governing Law*

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 7. *Counterparts*

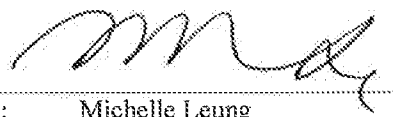
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other

electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. This Agreement may be in the form of an electronic record (in “.pdf” form or otherwise) and may be executed using electronic signatures, which shall be considered as originals and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this Section 7 may include, without limitation, use or acceptance by the parties hereto of a manually signed Agreement which has been converted into electronic form (such as scanned into “.pdf” format), or an electronically signed Agreement converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; *provided, further*, without limiting the foregoing, upon the request of the Administrative Agent, any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, “**Electronic Record**” and “**Electronic Signature**” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

[Remainder of page intentionally left blank]

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

MOMENTIVE INC.,
as Grantor

By: 
Name: Michelle Leung
Title: Assistant Secretary

[Signature Page to Trademark Security Agreement]



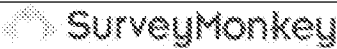
TRADEMARK
REEL: 008088 FRAME: 0639

ACQUIOM AGENCY SERVICES LLC, as
Administrative Agent

By: 
Name: Beth Cesari
Title: Senior Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registration:

Trademark	Jurisdiction	App. No.	Reg. No.	Owner
	US	88037295	5690205	Momentive Inc.
CUSTOMER POWERED DATA	US	88462539	5943492	Momentive Inc.
EMPLOYEE POWERED DATA	US	88462577	5943494	Momentive Inc.
FLUIDREVIEW	US	86187317	5015402	Momentive Inc.
FLUIDSURVEYS	US	86187295	5029475	Momentive Inc.
FLUIDWARE	US	86187310	5000909	Momentive Inc.
MARKET POWERED DATA	US	88462461	5943488	Momentive Inc.
PEOPLE POWERED DATA	US	87263273	5419352	Momentive Inc.
	US	77914726	3945630	Momentive Inc.
	US	77914757	3945632	Momentive Inc.
SURVEYMONKEY	US	77797002	3762880	Momentive Inc.
SURVEYMONKEY GENIUS	US	88494256	6032338	Momentive Inc.
TECHVALIDATE	US	86527873	4826051	Momentive Inc.
WUFOO	US	77859306	3837052	Momentive Inc.
G	US	90529599	6992391	Momentive Inc.

U.S. Trademark Applications:

None.