

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGDATA, L.P.		06/26/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUIST BANK		
Street Address:	245 Peachtree Center Ave. NE		
Internal Address:	17th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4136269	AGCELERATE	
Registration Number:	4236934		
Registration Number:	4236829	CULTIVATING INSIGHT	
Registration Number:	3083571	ETRAFX	
Registration Number:	2088657	AGDATA	
Registration Number:	3610702	DATA DIMENSIONS	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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>			
Phone:	(404) 572-3117		
Email:	aquinn@KSLAW.com		
Correspondent Name:	Alanna Quinn		
Address Line 1:	1180 Peachtree St NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Alanna Quinn		
SIGNATURE:	/s/ Alanna Quinn		

OP \$165.00 4136269

DATE SIGNED:	06/26/2023
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Total Attachments: 5

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2023 (this "Trademark Security Agreement"), is made by AGDATA, L.P., a Delaware limited partnership (the "Grantor"), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Creditors (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor, AGDATA TOPCO, LLC, a Delaware limited liability company ("Holdings"), AGDATA MIDCO, LLC, a Delaware limited liability company ("Borrower"), the other persons from time to time party thereto, as Guarantors, the lenders from time to time party thereto and the Administrative Agent have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings, Borrower and the other guarantors party thereto have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Creditors; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a lien on, a continuing security interest in, and right of set off against, all right, title and interest, whether now owned or existing or hereafter created, acquired or arising, to and under the following Collateral (the "Trademark Collateral");

(i) all of its trademarks and trademark applications (collectively, "Trademarks"), including, without limitation, those referred to on Schedule I hereto; *provided, however*, that the foregoing grant of security interest will only cover United States "intent to use" trademark applications for which a verified statement of use or an amendment to allege use has been filed with and accepted by the United States Patent and Trademark Office;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees 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. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5 **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (without giving effect to the conflict of law principles thereof).

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

AGDATA, L.P.

By: 
Name: Jeffrey Provost
Title: Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent

By: _____
Name:
Title:

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

AGDATA, L.P.

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:


TRUIST BANK, as Administrative Agent

By:  _____
Name: Vinay Desai
Title: Managing Director

SCHEDULE I

Trademarks

A. REGISTERED TRADEMARKS

Trademark	Country	App. No./Reg. No.	Owner Information
AGCELERATE	U.S.	Reg. No. : 4136269 App. No.: 85131255	AGDATA, L.P.
Design Only 	U.S.	Reg. No. : 4236934 App. No.: 85568297	AGDATA, L.P.
CULTIVATING INSIGHT	U.S.	Reg. No. : 4236829 App. No.: 85562420	AGDATA, L.P.
ETRAFX	U.S.	Reg. No. : 3083571 App. No.: 78369849	AGDATA, L.P.
AGDATA	U.S.	Reg. No. : 2088657 App. No.: 75020976	AGDATA, L.P.
DATA DIMENSIONS	U.S.	Reg. No. : 3610702 App. No.: 78428096	AGDATA, L.P.

B. TRADEMARK APPLICATIONS

None.