

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLARABRIDGE, INC.		06/28/2023	Corporation: DELAWARE
NEW DEBDEN MERGER SUB II LLC		06/28/2023	Limited Liability Company: DELAWARE
QUALTRICS, LLC		06/28/2023	Limited Liability Company: DELAWARE
SURVEYVITALS A QUALTRICS COMPANY, LLC		06/28/2023	Limited Liability Company: DELAWARE
TM PROPERTY HOLDINGS, LLC		06/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	4 Chase Metrotech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 59			
Property Type	Number	Word Mark	
Registration Number:	6590793	CLARA	
Registration Number:	3586530	CLARABRIDGE	
Registration Number:	5183714	CX STUDIO	
Registration Number:	4716983	DELIGHTED	
Registration Number:	5346104	5 FOR THE FIGHT	
Registration Number:	5589132	B	
Registration Number:	6608485	BRANDXM	
Registration Number:	6608489	CUSTOMERXM	
Registration Number:	6608490	CUSTOMERXM	
Registration Number:	6608482	DESIGNXM	
Registration Number:	6608483	DESIGNXM	
Registration Number:	5664812	DRIVER IQ	
Registration Number:	5578713	E	

OP \$1490.00 6590793

Property Type	Number	Word Mark
Registration Number:	6608486	EMPLOYEEXM
Registration Number:	6608487	EMPLOYEEXM
Registration Number:	6274437	EXPERIENCE MANAGEMENT PLATFORM
Registration Number:	6103845	EXPERIENCE MANAGEMENT PLATFORM
Registration Number:	5232220	FIVE FOR THE FIGHT
Registration Number:	5564211	IQ
Registration Number:	5568856	P
Registration Number:	6608488	PRODUCTXM
Registration Number:	4730218	Q
Registration Number:	3530045	QUALTRICS
Registration Number:	4734127	Q QUALTRICS
Registration Number:	4730219	Q QUALTRICS
Registration Number:	4734128	QUALTRICS Q
Registration Number:	6279733	QUALTRICS EXPERIENCE MGMT
Registration Number:	5664704	QUALTRICS RESEARCH CORE
Registration Number:	6607685	QUALTRICSXM
Registration Number:	6607688	QUALTRICSXM
Registration Number:	6607690	QUALTRICSXM
Registration Number:	6607706	QUALTRICSXM
Registration Number:	6607713	QUALTRICSXM
Registration Number:	6607717	QUALTRICSXM
Registration Number:	5796906	R
Registration Number:	5564210	STATS IQ
Registration Number:	6830866	WORK DIFFERENT
Registration Number:	6315875	X-DATA
Registration Number:	6253936	X4
Registration Number:	6119225	XM
Registration Number:	6608484	XMD
Registration Number:	6119224	XM PLATFORM
Registration Number:	6817889	XM SERVICES
Registration Number:	5392773	PATIENTSAY
Registration Number:	6128928	S SURVEYVITALS
Registration Number:	5664680	
Registration Number:	5735635	BRAND EXPERIENCE
Registration Number:	5105874	MRWEEK
Registration Number:	5148077	QUALTRICS INSIGHT PLATFORM
Registration Number:	5789966	RESEARCH CORE
Registration Number:	5156816	TALENTWEEK

Property Type	Number	Word Mark
Registration Number:	5612112	VOCALIZE
Registration Number:	5296742	VOCALIZE
Serial Number:	97716362	5 FOR THE FIGHT
Serial Number:	97716360	5 FOR THE FIGHT
Serial Number:	90707403	BRANDXM
Serial Number:	90707412	PRODUCTXM
Serial Number:	90707385	XFLOW
Serial Number:	87243963	MX

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 2042401 TM

NAME OF SUBMITTER: Sharif Hamidi

SIGNATURE: /Sharif Hamidi/

DATE SIGNED: 06/29/2023

Total Attachments: 11

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of June 28, 2023 (this “Agreement”), among CLARABRIDGE, INC., NEW DEBDEN MERGER SUB II LLC, QUALTRICS, LLC, SURVEYVITALS A QUALTRICS COMPANY, LLC, TM PROPERTY HOLDINGS, LLC (each a “Grantor”) and JPMORGAN CHASE BANK, N.A., as Collateral Agent (in such capacity and together with successors in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of June 28, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among QUARTZ INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), QUARTZ ACQUIRECO, LLC, a Delaware limited liability company (the “Borrower”), the Lenders party thereto, the Issuing Banks party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and (b) the Collateral Agreement dated as of June 28, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral 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 all Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the registrations and applications thereof listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Subject to the provisions

of this Section 4, delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. Delivery of an executed counterpart of a signature page of (x) this Agreement and/or (y) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 5.01 of the Collateral Agreement), certificate, request, statement, disclosure or authorization related to this Supplement that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery” and words of like import in or relating to this Agreement shall be deemed to include electronic signatures, deliveries, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

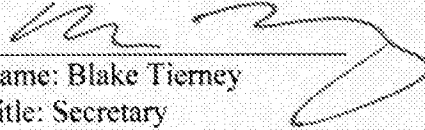
SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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

CLARABRIDGE, INC.,

By:


Name: Blake Tierney
Title: Secretary

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

NEW DEBDEN MERGER SUB II LLC,

By:



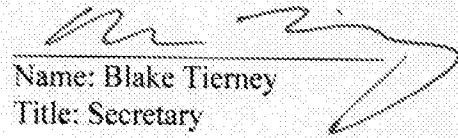
Name: Chris Beckstead

Title: Secretary

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

QUALTRICS, LLC,

By:


Name: Blake Tierney

Title: Secretary

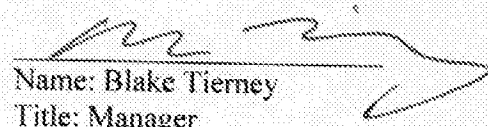
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 008117 FRAME: 0215

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

SURVEYVITALS A QUALTRICS
COMPANY, LLC,

By:


Name: Blake Tierney

Title: Manager

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 008117 FRAME: 0216

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

TM PROPERTY HOLDINGS, LLC,

By:



Name: Chris Beckstead

Title: Officer

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

By: 

Name:

Glenn Darden

Title:

Executive Director

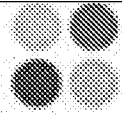
Schedule I

Trademarks and Trademark Applications

Registrations:

<u>Trademark</u>	<u>Owner</u>	<u>Trademark No.</u>	<u>Registration Date</u>
Clara	CLARABRIDGE, INC.	6,590,793	Dec 14, 2021
Clarabridge	CLARABRIDGE, INC.	3,586,530	Mar 10, 2009
CX Studio	CLARABRIDGE, INC.	5,183,714	Apr 11, 2017
Delighted	NEW DEBDEN MERGER SUB II LLC	4,716,983	Apr 7, 2015
5 for the Fight	QUALTRICS, LLC	5,346,104	Nov 28, 2017
B (design)	QUALTRICS, LLC	5,589,132	Oct 23, 2018
BrandXM	QUALTRICS, LLC	6,608,485	Jan 4, 2022
CustomerXM	QUALTRICS, LLC	6,608,489	Jan 4, 2022
CustomerXM	QUALTRICS, LLC	6,608,490	Jan 4, 2022
DesignXM	QUALTRICS, LLC	6,608,482	Jan 4, 2022
DesignXM	QUALTRICS, LLC	6,608,483	Jan 4, 2022
Driver iQ	QUALTRICS, LLC	5,664,812	Jan 29, 2019
E (design)	QUALTRICS, LLC	5,578,713	Oct 9, 2018
EmployeeX M	QUALTRICS, LLC	6,608,486	Jan 4, 2022
EmployeeX M	QUALTRICS, LLC	6,608,487	Jan 4, 2022
Experience Management Platform	QUALTRICS, LLC	6,274,437	Feb 16, 2021
Experience Management Platform	QUALTRICS, LLC	6,103,845	Jul 14, 2020
Five for the Fight	QUALTRICS, LLC	5,232,220	Jun 27, 2017
iQ	QUALTRICS, LLC	5,564,211	Sep 18, 2018

<u>Trademark</u>	<u>Owner</u>	<u>Trademark No.</u>	<u>Registration Date</u>
P (design)	QUALTRICS, LLC	5,568,856	Sep 25, 2018
ProductXM	QUALTRICS, LLC	6,608,488	Jan 4, 2022
Q (design)	QUALTRICS, LLC	4,730,218	May 5, 2015
Qualtrics	QUALTRICS, LLC	3,530,045	Nov 11, 2008
Qualtrics & Q Design (horizontal, in red font)	QUALTRICS, LLC	4,734,127	May 12, 2015
Qualtrics & Q Design (horizontal, in white font on red background)	QUALTRICS, LLC	4,730,219	May 5, 2015
Qualtrics & Q Design (stacked, in red font)	QUALTRICS, LLC	4,734,128	May 12, 2015
Qualtrics Experience MGMT (and design)	QUALTRICS, LLC	6,279,733	Mar 2, 2021
Qualtrics Research Core (stylized)	QUALTRICS, LLC	5,664,704	Jan 29, 2019
QualtricsXM	QUALTRICS, LLC	6,607,685	Jan 4, 2021
QualtricsXM	QUALTRICS, LLC	6,607,688	Jan 4, 2021
QualtricsXM	QUALTRICS, LLC	6,607,690	Jan 4, 2021
QualtricsXM (stylized)	QUALTRICS, LLC	6,607,706	Jan 4, 2022
QualtricsXM (stylized)	QUALTRICS, LLC	6,607,713	Jan 4, 2022
QualtricsXM (stylized)	QUALTRICS, LLC	6,607,717	Jan 4, 2022
R (design)	QUALTRICS, LLC	5,796,906	Jul 9, 2019
Stats iQ	QUALTRICS, LLC	5,564,210	Sep 18, 2018
Work Different	QUALTRICS, LLC	6,830,866	Aug 30, 2022
X-Data	QUALTRICS, LLC	6,315,875	Apr 6, 2021
X4	QUALTRICS, LLC	6,253,936	Jan 26, 2021
XM	QUALTRICS, LLC	6,119,225	Aug 4, 2020

<u>Trademark</u>	<u>Owner</u>	<u>Trademark No.</u>	<u>Registration Date</u>
XMD	QUALTRICS, LLC	6,608,484	Jan 4, 2022
XM Platform	QUALTRICS, LLC	6,119,224	Aug 4, 2020
XM Services	QUALTRICS, LLC	6,817,889	Aug 16, 2022
PatientSay	SURVEYVITALS A QUALTRICS COMPANY, LLC	5,392,773	Jan 30, 2018
S SurveyVitals and Design	SURVEYVITALS A QUALTRICS COMPANY, LLC	6,128,928	Aug 18, 2020
	QUALTRICS, LLC	5664680	Jan 29, 2019
BRAND EXPERIENCE	QUALTRICS, LLC	5735635	Apr 23, 2019
MRWEEK	QUALTRICS, LLC	5105874	Dec 20, 2016
QUALTRIC S INSIGHT PLATFORM	QUALTRICS, LLC	5148077	Feb 21, 2017
RESEARCH CORE	QUALTRICS, LLC	5789966	Jun 25, 2019
TALENTWE EK	QUALTRICS, LLC	5156816	Mar 7, 2017
VOCALIZE	QUALTRICS, LLC	5612112	Nov 20, 2018
VOCALIZE	QUALTRICS, LLC	5296742	Sep 26, 2017

Applications:

<u>Trademark</u>	<u>Owner</u>	<u>Application No.</u>	<u>Application Date</u>
5 for the Fight (design)	QUALTRICS, LLC	97/716,362	Dec 13, 2022
5 for the Fight (design)	QUALTRICS, LLC	97/716,360	Dec 13, 2022
BrandXM	QUALTRICS, LLC	90/707,403	May 12, 2021
ProductXM	QUALTRICS, LLC	90/707,412	May 12, 2021
Xflow	QUALTRICS, LLC	90/707,385	May 12, 2021
MX	TM PROPERTY HOLDINGS, LLC	87243963	Nov 21, 2016