

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822352

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|--|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Solve Advisors Inc. | | 07/13/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Silicon Valley Bank, as Administrative Agent | | |
| Street Address: | 3003 Tasman Drive | | |
| Internal Address: | HF 150 | | |
| City: | Santa Clara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94052 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5909071 | SOLVEQUOTES | |
| 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> | | |
| Phone: | 240-392-0017 | | |
| Email: | requests@independencellegalsupport.com | | |
| Correspondent Name: | Elspeth Callahan | | |
| Address Line 1: | PO Box 1807 | | |
| Address Line 4: | Greenbelt, MARYLAND 20768 | | |
| NAME OF SUBMITTER: | Arpitha CS | | |
| SIGNATURE: | /Arpitha CS/ | | |
| DATE SIGNED: | 07/06/2023 | | |
| Total Attachments: 9 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Intellectual Property Security Agreement*”) is entered into as of July 13, 2022 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and SILICON VALLEY BANK (“*SVB*”), as administrative agent for the Lenders (as defined below) (together with its successors and assigns, in such capacity, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of July 13, 2022, by and among **CB SOLVE BIDCO, INC.**, a Delaware corporation (“*Holdings*”), **SOLVE ADVISORS INC.**, a Delaware corporation (the “*Borrower*”), the Lenders party thereto from time to time, SVB as the Issuing Lender and Swingline Lender, and the Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the Loans to the Borrower under the Credit Agreement, Holdings, the Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make the Loans to Holdings and the Borrower, but only upon the condition, among others, that the Borrower and each other Grantor shall grant to Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the Secured Obligations of Holdings, the Borrower and each other Grantor under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Holdings, the Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Holdings’, the Borrower’s and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Secured Obligations under the Credit Agreement and the other Loan Documents, Grantor grants and pledges to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided that, notwithstanding the foregoing, the security interests created by this Intellectual Property Security Agreement shall not extend to, and the term "Collateral" (including all of the individual items comprising Collateral) shall not include, any Excluded Assets.

This security interest is granted in conjunction with the security interest granted to Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

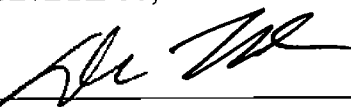
THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK

[Signature page follows.]

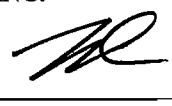
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:


CB SOLVE BIDCO, INC.

By: 
Name: Darren C. Battistoni
Title: Managing Director


SOLVE ADVISORS INC.

By: 
Name: Darren C. Battistoni
Title: Managing Director

ADVANTAGE DATA INC.

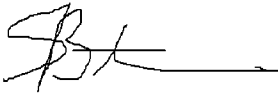
By: 
Name: Darren C. Battistoni
Title: Managing Director

BEST CREDIT MANAGEMENT, INC.

By: 
Name: Darren C. Battistoni
Title: Managing Director

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 
Name: Stephen Bernstein _____
Title: Vice President _____

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008125 FRAME: 0278

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

| <u>Patent No.</u> | <u>Issue Date</u> | <u>Registered Owner</u> | <u>Patent</u> |
|-------------------|-------------------|-------------------------|--|
| 8706593 | April 22, 2014 | Advantage Data Inc. | System for access to and exchange of market data |

EXHIBIT C

Trademarks

| <u>Registration No.</u> | <u>Registration Date</u> | <u>Filing Date</u> | <u>Registered Owner</u> | <u>Mark</u> |
|-------------------------|--------------------------|--------------------|-------------------------|-------------|
| 5909071 | November 12, 2019 | March 20, 2018 | Solve Advisors Inc. | SolveQuotes |