

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cadent Network, LLC		08/08/2023	Limited Liability Company: DELAWARE
Cadent, LLC		08/08/2023	Limited Liability Company: DELAWARE
4Info, Inc.		08/08/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as administrative agent		
Street Address:	155 Wellington Street West		
Internal Address:	8th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V 3K7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5279326	CADENT TECHNOLOGY	
Registration Number:	5279344	CADENT TECHNOLOGY	
Registration Number:	5279322	CADENT NETWORK	
Registration Number:	5877828	CADENT	
Registration Number:	5279345	CADENT NETWORK	
Registration Number:	5727465		
Registration Number:	6380719	ONE FOR TELEVISION	
Registration Number:	4428534	4INFO	
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:	212.318.6000		
Email:	JeffreyNegron@PaulHastings.com		
Correspondent Name:	Jeffrey Negron		

OP \$215.00 5279326

Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Jeffrey M. Negrón
SIGNATURE:	/s/ Jeffrey M. Negrón
DATE SIGNED:	08/08/2023

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 8, 2023, is made by CADENT NETWORK, LLC (f/k/a TELAMERICA MEDIA, LLC), a Delaware limited liability company ("Cadent Network"), CADENT, LLC (f/k/a CROSS MEDIAWORKS, LLC), a Delaware limited liability company ("Cadent") and 4INFO, INC., a Delaware corporation ("4Info", and together with Cadent Network and Cadent, collectively, the "Grantors", and each individually a "Grantor"), in favor of ROYAL BANK OF CANADA ("RBC"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 8, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by Novacap Cadent Acquisition Company, Inc., as the Borrower (the "Borrower"), Novacap Cadent Holdings, Inc. ("Holdings"), the Lenders and the L/C Issuers from time to time party thereto and RBC, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors have agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is a party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

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.

Notwithstanding anything to the contrary in this Trademark Security Agreement, no Excluded Asset (as defined in the Credit Agreement references in the Guaranty and Security Agreement) shall constitute Trademark Collateral.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each 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 their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon satisfaction of the conditions set forth in Section 10.10(b)(iii) of the Credit Agreement, the Administrative Agent, at the request and the expense of each Grantor, shall execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 6. 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. The words "execution," "signed," "signature," and words of like import used in this Trademark Security Agreement will be deemed to include electronic signatures or the keeping of records in electronic form, each of which will be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

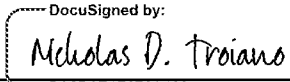
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

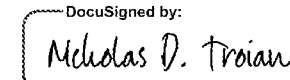
CADENT NETWORK, LLC, as Grantor

By: 
Name: Nicholas Troiano
Title: Chief Executive Officer

CADENT, LLC, as Grantor

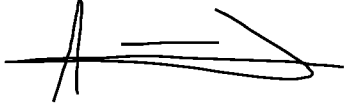
By: 
Name: Nicholas Troiano
Title: Chief Executive Officer

4INFO, INC., as Grantor

By: 
Name: Nicholas Troiano
Title: President

ACCEPTED AND AGREED
as of the date first above written:

ROYAL BANK OF CANADA,
as Administrative Agent

A handwritten signature in black ink, appearing to be 'Annie Lee', written over a horizontal line.

By:

Name: Annie Lee
Title: Manager, Agency Services

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks:

1. "CADENT TECHNOLOGY" (Owner: Cadent Network, LLC): U.S. Reg. No. 5,279,326
2. "CADENT TECHNOLOGY" & Design (Owner: Cadent Network, LLC): U.S. Reg. No. 5,279,344
3. "CADENT NETWORK" (Owner: Cadent Network, LLC): U.S. Reg. No. 5,279,322
4. "CADENT" (Stylized and/or with design) (Owner: Cadent, LLC): U.S. Reg. No. 5,877,828 (App No. 88111784)
5. "CADENT NETWORK" & Design (Owner: Cadent Network, LLC): U.S. Reg. No. 5,279,345
6. "CADENT SQUARE Logo" (Owner: Cadent, LLC): U.S. Reg. No. 5,727,465
7. "ONE FOR TELEVISION" (Owner: Cadent, LLC): U.S. Reg. No. 6,380,719 (App. No. 88105719)
8. Mark "4INFO", Registration No. 4428534, registered with the U.S. Patent and Trademark Office on November 5, 2013 (upcoming deadline of 11/6/23 to file renewal documents without fee)