

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856822

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900810893

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMPETITIVE MEDIA REPORTING, LLC		11/01/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Audax Private Debt LLC, as Agent
Street Address:	101 Huntington Avenue
Internal Address:	25th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	6134363	VIVVIX
Registration Number:	2311441	COMPETITRACK
Registration Number:	2888970	MEDIAWATCH
Registration Number:	2759650	EVALIANT
Registration Number:	4074945	DIRECT HEAT
Registration Number:	4820938	ADSCOPE
Registration Number:	2037419	STRADEGY
Registration Number:	2932111	MARKETADVISOR
Registration Number:	3370532	ADSCOPE

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 13129932622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 062955-0058

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 11/29/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

November 1, 2023

Trademark Security Agreement, dated as of the date hereof, by COMPETITIVE MEDIA REPORTING, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of AUDAX PRIVATE DEBT LLC, in its capacity as agent pursuant to the Credit Agreement (in such capacity, the “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Joinder to Guarantee and Collateral Agreement, dated as of the date hereof, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of September 16, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Agent and pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the 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 in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of the Grantor (the “**Trademark Collateral**”):

- (a) Trademarks of the Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (but in each case of (a), (b) and (c), other than any Excluded Property).

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 Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in

any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

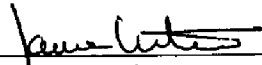
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature pages follow]

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.

Very truly yours,


COMPETITIVE MEDIA REPORTING, LLC

By: 
Name: James Muentener
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

AUDAX PRIVATE DEBT LLC,
as Agent

By: 
Name: Blake Loweth
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

	OWNER	REGISTRATION NUMBER	TRADEMARK
1.	Competitive Media Reporting, LLC	6134363	VIVVIX
2.	Competitive Media Reporting, LLC	2311441	COMPETITRACK
3.	Competitive Media Reporting, LLC	2888970	MEDIAWATCH
4.	Competitive Media Reporting, LLC	2759650	EVALIANT
5.	Competitive Media Reporting, LLC	4074945	DIRECT HEAT
6.	Competitive Media Reporting, LLC	4820938	ADSCOPE
7.	Competitive Media Reporting, LLC	2037419	STRADEGY
8.	Competitive Media Reporting, LLC	2932111	MARKETADVISOR
9.	Competitive Media Reporting, LLC	3370532	ADSCOPE

Trademark Applications:

None.