

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDYNE SERVICES LLC		12/05/2023	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Ares Management Limited		
Street Address:	10 New Burlington Street, 6th Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1S 3BE		
Entity Type:	Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5302541	CDYNE SERVICE	
Registration Number:	5297464	CDYNE SERVICE	
Registration Number:	5302531	DEMOGRAPHICS POWERED BY CDYNE	
Registration Number:	5297457	SMS NOTIFY! API POWERED BY CDYNE	
Registration Number:	5292137	PHONE NOTIFY! API POWERED BY CDYNE	
Registration Number:	5302529	PHONE VERIFY API POWERED BY CDYNE	
Registration Number:	5297458	PAV API POWERED BY CDYNE	
Registration Number:	5302530	IP2GEO API POWERED BY CDYNE	
Registration Number:	5040177	SMS NOTIFY!	
Registration Number:	5040180	PHONE NOTIFY!	
Registration Number:	5040184	PAV	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	dctrademark@hoganlovells.com		
Correspondent Name:	Greta D. Feldman of Hogan Lovells US LLP		
Address Line 1:	8350 Broad St. 17th Floor		

CH \$290.00 5302541

Address Line 4: Tysons,, VIRGINIA 22102

NAME OF SUBMITTER: Greta D. Feldman of Hogan Lovells US LLP

SIGNATURE: /Greta D. Feldman/

DATE SIGNED: 12/07/2023

Total Attachments: 7

source=Pepper - US Trademark Security Agreement#page1.tif

source=Pepper - US Trademark Security Agreement#page2.tif

source=Pepper - US Trademark Security Agreement#page3.tif

source=Pepper - US Trademark Security Agreement#page4.tif

source=Pepper - US Trademark Security Agreement#page5.tif

source=Pepper - US Trademark Security Agreement#page6.tif

source=Pepper - US Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2023, by the Grantor listed on the signature page hereof (the “**Grantor**”), in favor of Ares Management Limited, in its capacity as Security Agent for the Secured Parties (in such capacity and together with any successors in such capacity, the “**Security Agent**”).

RECITALS

Pursuant to that certain Pledge and Security Agreement, dated December 5, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors named therein from time to time, and the Security Agent, the Grantor is required to execute and deliver to the Security Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in (or incorporated by reference in) the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and discharge of the Secured Obligations, whether now existing or arising hereafter, the Grantor hereby grants to the Security Agent, on behalf of itself and the Secured Parties, a continuing security interest in and lien on all right, title and interest of the Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
 - (a) all of the trademarks and trademark license to which it is a party, including, but not limited to, those expressly listed on Schedule I attached hereto;
 - (b) all renewals of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of the foregoing or (ii) injury to the goodwill associated with the foregoing.
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Security Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.
4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto.

Grantor hereby authorizes the Security Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Security Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in counterparts and by different parties on different counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic mail transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

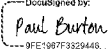
6. EFFECTIVENESS. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of it shall have been delivered to the Security Agent and a counterpart hereof shall have been executed on behalf of the Security Agent. This Trademark Security Agreement shall remain in full force and effect, subject to release and/or termination as set forth herein or in the other Finance Documents.

7. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

8. CONSTRUCTION. This Trademark Security Agreement is a Finance Document.

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.

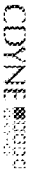
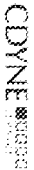
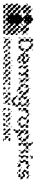

CDYNE SERVICES LLC
as a US Grantor

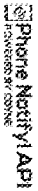
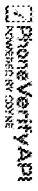


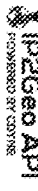

By: 
Name: **Paul Burton**
Title: **Authorized Persons**

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks:

Mark	Country	Status	App. No. App. Date	Reg. No. Reg. Date	Owner	Comments
CDYNE SERVICE* 	USPTO	Registered	87033091 11- MAY-2016	5302541 03-OCT-2017	CDYNE SERVICES LLC	Assignment from CDYNE Corporation recorded @ Reel/Frame: 7663/0723 on 03/18/2022
CDYNE SERVICE* 	USPTO	Registered	87033098 11- MAY-2016	5297464 26-SEP-2017	CDYNE SERVICES LLC	Assignment from CDYNE Corporation recorded @ Reel/Frame: 7663/0723 on 03/18/2022
DEMOGRAPHICS POWERED CDYNE* 	USPTO	Registered	87027499 06- MAY-2016	5302531 03-OCT-2017	CDYNE SERVICES LLC	Assignment from CDYNE Corporation recorded @ Reel/Frame: 7663/0723 on 03/18/2022
SMS NOTIFY! POWERED CDYNE* 	USPTO	Registered	87026287 05- MAY-2016	5297457 26-SEP-2017	CDYNE SERVICES LLC	Assignment from CDYNE Corporation recorded @ Reel/Frame: 7663/0723 on 03/18/2022

Mark	Country	Status	App. No. App. Date	Reg. No. Reg. Date	Owner	Comments
PHONE NOTIFY! API POWERED BY CDYNE* Cross References: PHONE NOTIFY API POWERED BY CDYNE	USPTO	Registered	87026313 05- MAY-2016	5292137 19-SEP-2017	CDYNE SERVICES LLC	Assignment from CDYNE Corporation recorded Reel/Frame: 7663/0723 on 03/18/2022
 Phone Notify! API POWERED BY CDYNE						
PHONE VERIFY API POWERED BY CDYNE*  Phone Verify! API POWERED BY CDYNE	USPTO	Registered	87026433 05- MAY-2016	5302529 03-OCT-2017	CDYNE SERVICES LLC	Assignment from CDYNE Corporation recorded Reel/Frame: 7663/0723 on 03/18/2022
 PAV API POWERED BY CDYNE						
PAV API POWERED BY CDYNE*  PAV API POWERED BY CDYNE	USPTO	Registered	87026455 05- MAY-2016	5297458 26-SEP-2017	CDYNE SERVICES LLC	Assignment from CDYNE Corporation recorded Reel/Frame: 7663/0723 on 03/18/2022
IP2GEO POWERED BY CDYNE* Cross References: IP 2 GEO API POWERED BY CDYNE. IP TO GEO API POWERED BY CDYNE	USPTO	Registered	87026541 05- MAY-2016	5302530 03-OCT-2017	CDYNE SERVICES LLC	Assignment from CDYNE Corporation recorded Reel/Frame: 7663/0723 on 03/18/2022
 IP2Geo API POWERED BY CDYNE						
SMS NOTIFY! Cross References: SMS NOTIFY	USPTO	Registered	86889479 28- JAN-2016	5040177 13-SEP-2016	CDYNE SERVICES LLC	Assignment from CDYNE Corporation recorded Reel/Frame: 7663/0723 on 03/18/2022
 SMS Notify!						

Mark	Country	Status	App. No. App. Date	Reg. No. Reg. Date	Owner	Comments
PHONE NOTIFY! Cross References: PHONE NOTIFY Phone Notify!	USPTO	Registered USPTO Status: Section 8 & 15 – accepted and acknowledged USPTO Status Date: 24-MAR-2023	86889501 28- JAN-2016	5040180 13-SEP-2016	CDYNE SERV/CES LLC	Assignment from CDYNE Corporation recorded @ Reel/Frame: 7663/0723 on 03/18/2022
PAV	USPTO	Registered USPTO Status: Section 8 & 15 – accepted and acknowledged USPTO Status Date: 24-MAR-2023	86889556 28- JAN-2016	5040184 13-SEP-2016	CDYNE SERV/CES LLC	Assignment from CDYNE Corporation recorded @ Reel/Frame: 7663/0723 on 03/18/2022

* Will be allowed to lapse.