

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premise Data Corporation		12/05/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Valor Equity Partners Opportunity Fund I L.P.		
Street Address:	320 N. Sangamon Street		
Internal Address:	Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	Limited Partnership: DELAWARE		
Name:	Valor Equity Partners Opportunity Fund IA L.P.		
Street Address:	320 N. Sangamon Street		
Internal Address:	Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	Limited Partnership: DELAWARE		
Name:	Valor Equity Partners Opportunity Fund I-B L.P.		
Street Address:	320 N. Sangamon Street		
Internal Address:	Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	Limited Partnership: DELAWARE		
Name:	Rhenium SOF I-A Premise 2023, LP		
Street Address:	c/o WestCap Management, LLC		
Internal Address:	590 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94133		
Entity Type:	Limited Partnership: DELAWARE		

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Name:	Atreides Foundation Master Fund LP
Street Address:	One International Place
Internal Address:	Suite 4410
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Partnership: DELAWARE
Name:	Atreides Arrakis Master Fund, LP
Street Address:	One International Place
Internal Address:	Suite 4400
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Partnership: DELAWARE
Name:	Tao Invest VII LLC
Street Address:	1 Letterman Drive
Internal Address:	Suite C4-420
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94129
Entity Type:	Limited Partnership: DELAWARE
Name:	NightDragon Growth I, L.P.
Street Address:	101 2nd Street
Internal Address:	Suite 1275
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	Limited Partnership: DELAWARE
Name:	Winslow Growth Capital Fund II, L.P.
Street Address:	c/o Winslow Capital Management, LLC
Internal Address:	4400 IDS Tower, 80 South 8th Street
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Limited Partnership: DELAWARE
Name:	HNVR Technology Investment Partners, L.P.
Street Address:	4370 Alpine Road,
City:	Portola Valley
State/Country:	CALIFORNIA

Postal Code:	94028
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	97048372	
Serial Number:	97048366	PREMISE

CORRESPONDENCE DATA

Fax Number: 3126095005
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.
Email: phack@vedderprice.com
Correspondent Name: Patricia Hack
Address Line 1: 222 N. LaSalle Street, Suite 2400
Address Line 2: Vedder Price P.C.
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Patricia Hack
SIGNATURE:	/Patricia Hack/
DATE SIGNED:	12/14/2023

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made effective as of December 5, 2023 by and between Premise Data Corporation, a Delaware corporation having an address of 535 Mission St. Floor 12, San Francisco, CA 94105 (“**Grantor**”) and (i) Valor Equity Partners Opportunity Fund I L.P., a Delaware limited partnership having an address of 320 N. Sangamon Street, Suite 1200, Chicago, Illinois 60607, Valor Equity Partners Opportunity Fund I-A L.P., a Delaware limited partnership having an address of 320 N. Sangamon Street, Suite 1200, Chicago, Illinois 60607, Valor Equity Partners Opportunity Fund I-B L.P., a Delaware limited partnership having an address of 320 N. Sangamon Street, Suite 1200, Chicago, Illinois 60607 (collectively, “**Valor**”), (ii) Rhenium SOF I-A Premise 2023, LP, a Delaware limited partnership having an address of c/o WestCap Management, LLC, 590 Pacific Avenue, San Francisco, CA 94133 (“**WestCap**”), (iii) Atreides Foundation Master Fund LP, a Delaware limited partnership having an address of One International Place, Suite 4410, Boston, MA 02110, Atreides Arrakis Master Fund, LP, a Delaware limited partnership having an address of One International Place, Suite 4410, Boston, MA 02110 (collectively “**Atreides**”), (iv) Tao Invest VII LLC, a Delaware limited partnership having an address of 1 Letterman Drive, Suite C4-420, San Francisco, CA 94129 (“**Tao**”), (v) NightDragon Growth I, L.P., a Delaware limited partnership having an address of 101 2nd street, Suite 1275, San Francisco, CA 94105 (“**NightDragon**”), (vi) Winslow Growth Capital Fund II, L.P., a Delaware limited partnership having an address of c/o Winslow Capital Management, LLC, 4400 IDS Tower, 80 South 8th Street, Minneapolis, MN 55402 (“**Winslow**”) and (vii) HNVR Technology Investment Partners, L.P, a Delaware limited partnership having an address of 4370 Alpine Road, Portola Valley, CA 94028 (“**HNVR**”), each in their capacity as a Secured Party (together with any other Secured Party that becomes a party to the Guarantee and Security Agreement (as defined below) from time to time and their respective successors and assigns, individually and collectively, “**Grantee**”) pursuant to that certain Guarantee and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), among the Grantee, certain of the Grantors and the other parties thereto.

WHEREAS, pursuant to the Guarantee and Security Agreement, Grantor has granted to Grantee a continuing security interest in all right, title, and interest of Grantor in, to, and under the Collateral (as defined in the Guarantee and Security Agreement), including but not limited to the Trademarks and together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, all renewals thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present, and future violations thereof (collectively, the “**Trademark Collateral**”);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee hereby agree as follows:

1. **Incorporation of Guarantee and Security Agreement**. The Guarantee and Security Agreement and the respective terms and provisions thereof are hereby incorporated herein in their entirety by reference. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guarantee and Security Agreement and Secured Note respectively.

2. Grant of Security Interest.

(a) Subject to the terms and conditions of the Guarantee and Security Agreement, Grantor hereby grants to Grantee a security interest in all of Grantor's right, title, and interests in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due of all Obligations, provided that this Agreement shall not constitute a grant of a security interest in any Excluded Assets. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: trademarks, service marks, service names, brand names, trade dress, trade names, logos, corporate names, trade styles, other source or business identifiers and other indicia of commercial source or origin (whether registered, arising under common law or statutory law, or otherwise) and general intangibles of a like nature, together with all of the goodwill associated with any of the foregoing, and all registrations, applications for registration, renewals and extensions of any of the foregoing, and (ii) the right to collect damages and payments for past or future infringements and the right to sue for past, present and future infringements thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration of the Trademarks existing as of the date hereof.

3. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other governmental officials to record and register this Trademark Security Agreement upon request by any Grantee.

4. New Trademarks. If, before the Obligations have been paid in full, in cash, pursuant to the terms of the Guarantee and Security Agreement, Grantor shall (i) become aware of any existing Trademarks of which Grantor had not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof.

5. Supplementation. Grantor hereby authorizes any Grantee to (a) modify this Trademark Security Agreement unilaterally by amending the schedule to this Trademark Security Agreement to include any Trademark Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Trademark Security Agreement containing amended schedules reflecting such new Trademark Collateral.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

7. Subordination Agreement. Notwithstanding anything herein to the contrary, the lien and security interests granted to the Grantees pursuant to this Agreement and the exercise of any right or remedy by the Grantees hereunder and under any other Transaction Agreements are subject to the provisions of the Subordination Agreement (as defined in the Guarantee and Security

Agreement). If there is a conflict between the terms of the Subordination Agreement and this Agreement, the terms of the Subordination Agreement will control.

8. MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 20 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

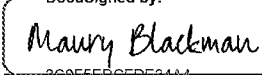
[Signature page set forth on the next page]

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized and effective as of the date first set forth above.

GRANTORS:

PREMISE DATA CORPORATION

DocuSigned by:
By: 
Name: Maury Blackman
Title: President and Chief Executive Officer

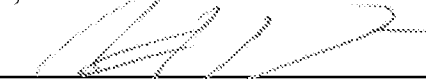
(Signature Page to Trademark Security Agreement)

GRANTEES:

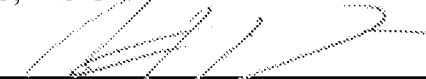
VALOR EQUITY PARTNERS
OPPORTUNITY FUND I L.P.
BY: VALOR OPPORTUNITY ASSOCIATES I
L.P, ITS GENERAL PARTNER
BY: VALOR OPPORTUNITY CAPITAL I
LLC, ITS GENERAL PARTNER

By: 
Name: Antonio Gracias
Title: Authorized Officer

VALOR EQUITY PARTNERS
OPPORTUNITY FUND I-A L.P.
BY: VALOR OPPORTUNITY ASSOCIATES I
L.P, ITS GENERAL PARTNER
BY: VALOR OPPORTUNITY CAPITAL I
LLC, ITS GENERAL PARTNER

By: 
Name: Antonio Gracias
Title: Authorized Officer

VALOR EQUITY PARTNERS
OPPORTUNITY FUND I-B L.P.
BY: VALOR OPPORTUNITY ASSOCIATES I
L.P, ITS GENERAL PARTNER
BY: VALOR OPPORTUNITY CAPITAL I
LLC, ITS GENERAL PARTNER

By: 
Name: Antonio Gracias
Title: Authorized Officer

(Signature Page to Trademark Security Agreement)

GRANTEES (CONT'D):

NIGHTDRAGON GROWTH I, L.P.
BY: NIGHTDRAGON GROWTH GP I, LLC
ITS: GENERAL PARTNER

By:  _____
DocuSigned by: David G. DeWalt

Name: David G. DeWalt
Title: Managing Member

(Signature Page to Trademark Security Agreement)

GRANTEES (CONT'D):

WINSLOW GROWTH CAPITAL FUND II, L.P.
BY: WINSLOW GROWTH CAPITAL GP II, LLC,
ITS GENERAL PARTNER
BY: WINSLOW CAPITAL MANAGEMENT,
LLC, ITS MANAGER

By: 
Name: Jeff Wieneke
Title: Chief Financial Officer

(Signature Page to Trademark Security Agreement)

GRANTEES (CONT'D):

HNVR TECHNOLOGY INVESTMENT
PARTNERS, L.P.

By: 
Name: Joseph T. Malchow
Title: Authorized Signatory

(Signature Page to Trademark Security Agreement)

GRANTEES (CONT'D):

ATREIDES FOUNDATION MASTER FUND LP

By: Atreides Foundation Fund GP, LLC
Its: General Partner

By: 
Name: Laura Malone
Title: General Counsel & Chief Compliance Officer

ATREIDES ARRAKIS MASTER FUND, LP

By: Atreides Arrakis Fund GP, LLC
Its: General Partner

By: 
Name: Laura Malone
Title: General Counsel & Chief Compliance Officer

(Signature Page to Trademark Security Agreement)

GRANTEES (CONT'D):

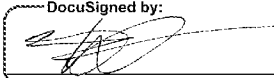
RHENIUM SOF I-A PREMISE 2023, LP
BY: WESTCAP STRATEGIC OPERATOR FUND
GP, LIMITED
ITS: GENERAL PARTNER

By 
DocuSigned by:
C507A23274D54DA
Name: Laurence A. Tosi
Title: Director

(Signature Page to Trademark Security Agreement)

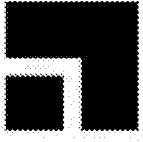

GRANTEES (CONT'D):

TAO INVEST VII LLC
BY: TAO CAPITAL MANAGEMENT LP
ITS: MANAGER

By: 
Name: Isaac Pritzker
Title: Chairman

SCHEDULE A

US Trademark Applications

Mark	Application Number	Filing Date	Status	Owner
	97,048/372	September 27, 2021	In Use	Premise Data Corporation
	97,048/366	September 27, 2021	In Use	Premise Data Corporation