

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867179

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
RESUBMIT DOCUMENT ID:	900822795		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STELLAR LOYALTY, INC.		04/01/2022	Corporation:
MARKETING TECHNOLOGY PARTNERS UK LIMITED		04/01/2022	Limited company:
RECEIVING PARTY DATA			
Name:	BARINGS FINANCE LLC, as Collateral Agent		
Street Address:	300 SOUTH TRYON STREET, SUITE 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6014037	C	
Registration Number:	5992853	ENGAGEMENT DATA PLATFORM	
Registration Number:	5073766	STELLAR	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	034632-50020		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	01/10/2024		

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2022 (this “Agreement”), among STELLAR LOYALTY, INC. (“Stellar”) MARKETING TECHNOLOGY PARTNERS UK LIMITED (together with Stellar, the “Grantors” and, each a “Grantor”) and BARINGS FINANCE LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain First Lien Credit Agreement, dated as of May 6, 2019 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CM Acquisitions Holdings Inc. (f/k/a SisterCo Holdings, Inc.), a Delaware corporation (the “Borrower”), Iris Holdings L.P., a Cayman Islands exempted limited partnership acting at all times by its general partner Iris General Partner Limited (“Holdings”), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and BARINGS FINANCE LLC, as the administrative agent, and (b) that certain First Lien Collateral Agreement, dated as of May 6, 2019 (as amended, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among the Borrower, the Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of a Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 1. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan

Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

First Lien Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STELLAR LOYALTY, INC., as a Grantor

By: 
Name: Wellford Dillard
Title: Chief Executive Officer

MARKETING TECHNOLOGY PARTNERS UK LIMITED, as a Grantor

By: 
Name: Wellford Dillard
Title: Director

**BARINGS FINANCE LLC, as Collateral
Agent**


By: *Brianne Ptacek*

Name: Brianne Ptacek

Title: Managing Director

Schedule I

Trademark Registrations

Grantor	Mark Name	Application No.	File Date	Registration No.	Registration Date
Marketing Technology Partners UK Limited	^c 	87556022	04-AUG-2017	6014037	17-MAR-2020
Marketing Technology Partners UK Limited	ENGAGEMENT DATA PLATFORM	88380910	18-FEB-2019	5992853	18-FEB-2020
Stellar Loyalty, Inc.	STELLAR	86385,237	04-SEPT-2014	5073766	01-NOV-2016