

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIRCANA, INC.		01/12/2024	Corporation: DELAWARE
CIRCANA GROUP, L.P.		01/12/2024	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	98176309	LIQUID DATA	
Serial Number:	98176313	ALWAYSON ANALYTICS	
Serial Number:	98138590	PUBTRACK DIGITAL	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	jmull@stblaw.com		
Correspondent Name:	Courtney Welshimer		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	004981/0003		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	01/16/2024		

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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of January 12, 2024 (this "Agreement"), between CIRCANA, INC., a Delaware corporation, and CIRCANA GROUP, L.P., a Delaware limited partnership (the "Grantors" and each a "Grantor") and Wilmington Trust, National Association ("Wilmington Trust") in its capacity as Collateral Agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, together with its successors, assigns, designees and sub-agents, the "Collateral Agent").

WHEREAS, reference is made to (a) the Credit Agreement dated as of December 1, 2021, (as amended by Amendment No. 1 to Credit Agreement, dated as of June 30, 2022, by Amendment No. 2 to Credit Agreement, dated as of August 1, 2022, by Amendment No. 3 to Credit Agreement, dated as of March 28, 2023, by Amendment No. 4 to Credit Agreement, dated as of November 2, 2023, and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Neptune Midco, L.P., a Delaware limited partnership ("Neptune LP"), The NPD Group GP, LLC, a Delaware limited liability company ("Neptune GP" and, together with Neptune LP, "Holdings"), Circana Group, L.P. (f/k/a The NPD Group, L.P.), a Delaware limited partnership (the "Borrower"), IRI Group Holdings, Inc., a Delaware corporation ("IRI Holdings"), Circana, Inc. (f/k/a Information Resources, Inc.), a Delaware corporation ("Circana" and, together with IRI Holdings, the "Co-Borrowers"), the lenders from time to time party thereto (the "Lenders") and Letter of Credit Issuers from time to time party thereto, Wilmington Trust as the Administrative Agent and Collateral Agent and (b) the Pledge and Security Agreement dated as of December 1, 2021 (the "Security Agreement"), by and among the Holdings, the Initial Borrower, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders, the Swingline Lender and the Letter of Credit Issuers have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of such Grantor's right in, and title and interest to and under, any Trademarks now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, including those listed on Schedule I, and any and all goodwill relating to the same (the "Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. 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.

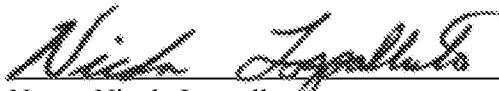
SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. *INTERCREDITOR AGREEMENT GOVERNS*. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. SO LONG AS THE EQUAL PRIORITY INTERCREDITOR AGREEMENT IS OUTSTANDING, THE REQUIREMENT OF THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT TO DELIVER COLLATERAL TO THE COLLATERAL AGENT (OR ANY REPRESENTATION OR WARRANTY HAVING THE EFFECT OF REQUIRING THE SAME) SHALL BE DEEMED SATISFIED (OR ANY SUCH REPRESENTATION OR WARRANTY SHALL BE DEEMED TRUE BY DELIVERY OF SUCH COLLATERAL TO THE CONTROLLING COLLATERAL AGENT (AS SUCH TERM IS DEFINED IN THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AS BAILEE OF, AND BEHALF OF, THE COLLATERAL AGENT PURSUANT TO THE EQUAL PRIORITY INTERCREDITOR AGREEMENT).


[Signature Pages Follow]

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

CIRCANA, INC.

By: 
Name: Nicola Lospalluto
Title: SVP – Treasurer

CIRCANA GROUP, L.P.

By: 
Name: Nicola Lospalluto
Title: SVP & Treasurer

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: _____
Name:
Title:

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


CIRCANA, INC.

By: _____
Name: Nicola Lospalluto
Title: SVP – Treasurer

CIRCANA GROUP, L.P.

By: _____
Name: Nicola Lospalluto
Title: SVP & Treasurer

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: _____
Name: 
Title: Jeffrey Rose
Vice President

SCHEDULE I

No.	Serial Number	Mark	Owner
1.	98/176,309	LIQUID DATA	Circana, Inc.
2.	98/176,313	ALWAYSON ANALYTICS	Circana, Inc.
3.	98/138,590	PUBTRACK DIGITAL	Circana Group, L.P.