

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI48187

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Incident IQ, LLC		02/23/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5838886	IQ	
Registration Number:	5838889	IQ INCIDENTIQ	
Registration Number:	5838883	INCIDENT IQ	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(215)5695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-24003		
NAME OF SUBMITTER:	KATHERINE HOLLENBECK		
SIGNATURE:	KATHERINE HOLLENBECK		
DATE SIGNED:	02/23/2024		
Total Attachments: 6			
source=7 - IP Security Agreement (Cove Hill Partners Incident IQ) - EXECUTED(134594983.1)#page1.tif			

OP \$90.00.00 88277022

source=7 - IP Security Agreement (Cove Hill Partners Incident IQ) - EXECUTED(134594983.1)#page2.tif
source=7 - IP Security Agreement (Cove Hill Partners Incident IQ) - EXECUTED(134594983.1)#page3.tif
source=7 - IP Security Agreement (Cove Hill Partners Incident IQ) - EXECUTED(134594983.1)#page4.tif
source=7 - IP Security Agreement (Cove Hill Partners Incident IQ) - EXECUTED(134594983.1)#page5.tif
source=7 - IP Security Agreement (Cove Hill Partners Incident IQ) - EXECUTED(134594983.1)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Intellectual Property Security Agreement”) is made as of this 23rd day of February, 2024 by the Grantor listed on the signature pages hereto (the “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Secured Parties (together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement and Guaranty, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”), by and among the Grantor, its affiliates from time to time party thereto, the lenders from time to time party thereto (the “Lenders”), and Agent, the Lenders agreed to make certain financial accommodations available to the Borrower (as defined therein) from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the 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 the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. The Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of the Grantor’s right, title and interest in, to and under the following Collateral (excluding Excluded Property) (collectively, the “IP Collateral”):

(a) all of the Grantor’s registered copyrights and copyright applications referred to on Schedule I hereto (collectively, “Copyrights”) and all of the goodwill of the Grantor’s business associated with or attributable to each Copyright;

(b) all of the Grantor’s issued patents and patent applications referred to on Schedule I hereto (collectively, “Patents”) and all of the goodwill of the Grantor’s business associated with or attributable to each Patent, including those referred to on Schedule I hereto;

(c) all of the Grantor’s registered trademarks, trademark applications, service marks, trade names and mask works referred to on Schedule I hereto and all of the goodwill of the Grantor’s business associated with or attributable to each (collectively, “Trademarks”);

(d) all of the Grantor’s licenses for any of the foregoing (“Licenses”), including those referred to on Schedule I hereto;

(e) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(f) all products and proceeds of the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Intellectual Property Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. CREDIT AGREEMENT. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Intellectual Property Security Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Intellectual Property Security Agreement by amending Schedule I to include any such new IP Collateral of such Grantor identified in written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. The security interest granted hereby shall terminate under the conditions and to the same extent set forth in Section 14.16 of the Credit Agreement. Agent shall, in connection with any termination or release herein or under the Credit Agreement, execute and deliver to the Grantor instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the collateral pledge, grant, assignment, lien and security interest in the IP Collateral under this Intellectual Property Security Agreement. Additionally, upon such termination or release, Agent shall reasonably cooperate with any efforts made by the Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Intellectual Property Security Agreement and any security interest in, to or under the IP Collateral.

7. COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Intellectual Property Security Agreement or any Other Document in any judicial proceedings,

it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


8. CONSTRUCTION. Unless the context of this Intellectual Property Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Intellectual Property Security Agreement or any Other Document refer to this Intellectual Property Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Intellectual Property Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Intellectual Property Security Agreement unless otherwise specified. Any reference in this Intellectual Property Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

INCIDENT IQ, LLC

By: 
Name: Michael Hickey
Title: Chief Financial Officer

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Thomas Burkes

Name: Thomas Burkes
Title: Managing Director

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT



I. Copyrights and Copyright Applications

None.

II. Patents and Patent Applications

None.

III. Trademarks and Trademark Applications

Mark Name	Jurisdiction	Owner	Registration Number
	USA	Incident IQ, LLC	5838886
 incidentIQ	USA	Incident IQ, LLC	5838889
INCIDENT IQ	USA	Incident IQ, LLC	5838883