

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI71646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HG INSIGHTS, INC.		03/04/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	First-Citizens Bank & Trust Company		
Street Address:	75 N. Fair Oaks Avenue		
Internal Address:	(CLAS PAS-04-02)		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	98246010	GENAI NAVIGATOR	
Serial Number:	97122871	CONTEXTUAL INTENT	
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:	8004945225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2292995 TM		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	03/05/2024		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 4, 2024 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **FIRST-CITIZENS BANK & TRUST COMPANY**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of December 28, 2020, by and among **SHORELINE INTERMEDIATE INC.**, a Delaware corporation (“*Holdings*”), **HG INSIGHTS, INC.**, a Delaware corporation (the “*Borrower*”), the other Loan Parties party thereto, the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), **SILICON VALLEY BANK**, a division of **FIRST-CITIZENS BANK & TRUST COMPANY**, as the Issuing Lender and the Swingline Lender, and Administrative Agent (as amended by that certain First Amendment to Credit Agreement, dated as of March 18, 2022, as further amended by that certain Waiver and Second Amendment to Credit Agreement, dated as of the date hereof, and as the same may be further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent and the Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of December 28, 2020 (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and the Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks

listed on Exhibits A, B, and C hereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, and excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

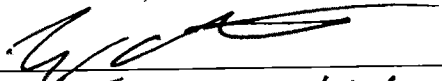
THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

HG INSIGHTS, INC.

By: 

Name: Trey Mykkhus

Title: CFO

ADMINISTRATIVE AGENT:

FIRST-CITIZENS BANK & TRUST COMPANY,
as the Administrative Agent

By: Michael Willard

Name: Michael Willard

Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008361 FRAME: 0729

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Issued Patents

Party	Jurisdiction	Patent No.	Issue Date	Inventor	Title
HG Insights, Inc.	United States	11,829,386 B2	11/28/2023	Robert Fox, Jonathan Frey, Samuel Chapin	Identifying anonymized Resume Corpus Data Pertaining to the same Individual

Pending Patent Applications

Name of Loan Party	Jurisdiction	Serial No.	Filing Date	Inventor	Title
HG Insights, Inc.	United States	17/193,992	3/5/2021	Robert Fox	Entity Functional Area and Product Use Identification
HG Insights, Inc.	United States	17/747752	5/19/2022	Robert Fox, Lauren Wong	Analyzing Job Profile Data
HG Insights, Inc.	United States	18/091358	12/29/2022	Fima Leshinsky	Systems and Method for Domain Mapping
HG Insights, Inc.	United States	18/391,177	12/20/2023	Robert Fox, Lauren Wong	AI Maturity Scoring

EXHIBIT C

TRADEMARKS

Registered Trademarks

None.

Pending Trademark Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
HG Insights, Inc.	US	98246010	October 30, 2023	HG Insights, Inc.	GENAI NAVIGATOR
HG Insights, Inc.	US	97122871	November 12, 2021	HG Insights, Inc.	CONTEXTUAL INTENT