

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM184599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FiscalNote Boards LLC		03/11/2024	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Company Name:	Maranon Capital, L.P., as administrative agent		
Street Address:	303 West Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Serial Number:	90058350	TALENT ACQUISITION & MARKETING BOARD	
Serial Number:	90058351	TALENT ACQUISITION & MARKETING BOARD	
Serial Number:	87942651	WOMEN'S EMPOWERMENT BOARD	
Serial Number:	87942652	WOMEN'S EMPOWERMENT BOARD	
Serial Number:	87892220	TALENT MARKETING BOARD	
Serial Number:	87892224	TALENT MARKETING BOARD	
Serial Number:	87676212	INNOVATION BOARD	
Serial Number:	87676227	METRICS BOARD	
Serial Number:	87676232	DATA BOARD	
Serial Number:	87676234	DATA BOARD	
Serial Number:	87676236	CMO BOARD	
Serial Number:	87676238	CMO BOARD	
Serial Number:	87676262	CSR BOARD	
Serial Number:	87676266	CULTURE BOARD	
Serial Number:	87676255	INNOVATION BOARD	
Serial Number:	87676270	CULTURE BOARD	
Serial Number:	87676274	ECOMMERCE BOARD	
Serial Number:	87676278	ECOMMERCE BOARD	
Serial Number:	87676293	METRICS BOARD	

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Property Type	Number	Word Mark
Serial Number:	87676256	CSR BOARD
Serial Number:	87676283	EQUALITY BOARD
Serial Number:	87676286	EQUALITY BOARD
Serial Number:	87671483	BLOCKCHAIN BOARD
Serial Number:	87671488	BLOCKCHAIN BOARD
Serial Number:	87671479	SOCIALMEDIA.ORG TALENT
Serial Number:	87671495	SOCIAL MEDIA .ORG TALENT
Serial Number:	87671486	BOARD.ORG
Serial Number:	87671491	BOARD.ORG
Serial Number:	87196617	SOCIALMEDIA.ORG HEALTH
Serial Number:	87196679	SOCIAL MEDIA .ORG HEALTH
Serial Number:	85310130	SOCIALMEDIA.ORG
Serial Number:	85310137	SOCIALMEDIA.ORG
Serial Number:	75069593	THE BOARD
Serial Number:	98135743	EMPLOYEE EXPERIENCE BOARD
Serial Number:	98135751	EMPLOYEE EXPERIENCE BOARD
Serial Number:	97420867	DATA PRIVACY BOARD
Serial Number:	97420872	DATA PRIVACY BOARD

CORRESPONDENCE DATA

Fax Number: 3129021061

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.

Phone: 3125778438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	Raquel Haleem
DATE SIGNED:	03/11/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 11, 2024, is made by FiscalNote Boards LLC, a Texas limited liability company (the “Grantor”), in favor of Maranon Capital, L.P. (“Maranon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 11, 2024 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”, capitalized terms used herein without definition are used as defined in the Credit Agreement), among the Borrowers, Holdings, the other Loan Parties, the Lenders and Maranon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement dated as of March 11, 2024 in favor of the Administrative Agent (the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

a. all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

FISCALNOTE BOARDS LLC, as Grantor

By: 

Name: M. John Jordan

Title: Assistant Treasurer

ACCEPTED AND AGREED
as of the date first above written:

MARANON CAPITAL, L.P.,
as Administrative Agent

By: *Laura Albrecht*
Name: Laura Albrecht
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications:

Mark	Application No.	Application Date	Registration No.	Registration Date
TALENT ACQUISITION & MARKETING BOARD	90058350	7/17/2020	6224231	12/15/2020
TALENT ACQUISITION & MARKETING BOARD	90058351	7/17/2020	6281254	3/2/2021
WOMEN'S EMPOWERMENT BOARD	87942651	5/31/2018	5619438	11/27/2018
WOMEN'S EMPOWERMENT BOARD	87942652	5/31/2018	5701451	3/19/2019
TALENT MARKETING BOARD	87892220	4/25/2018	5682385	2/19/2019
TALENT MARKETING BOARD	87892224	4/25/2018	5725147	4/16/2019
INNOVATION BOARD	87676212	11/8/2017	5517779	7/17/2018
METRICS BOARD	87676227	11/8/2017	5471720	5/15/2018
DATA BOARD	87676232	11/8/2017	5471721	5/15/2018
DATA BOARD	87676234	11/8/2017	5517780	7/17/2018
CMO BOARD	87676236	11/8/2017	5471722	5/15/2018
CMO BOARD	87676238	11/8/2017	5517781	7/17/2018
CSR BOARD	87676262	11/8/2017	5517782	7/17/2018
CULTURE BOARD	87676266	11/8/2017	5471725	5/15/2018
INNOVATION BOARD	87676255	11/8/2017	5471723	5/15/2018
CULTURE BOARD	87676270	11/8/2017	5523076	7/24/2018
ECOMMERCE BOARD	87676274	11/8/2017	5494267	6/12/2018
ECOMMERCE BOARD	87676278	11/8/2017	5528594	7/31/2018
METRICS BOARD	87676293	11/8/2017	5517783	7/17/2018
CSR BOARD	87676256	11/8/2017	5471724	5/15/2018
EQUALITY BOARD	87676283	11/8/2017	5528595	7/31/2018
EQUALITY BOARD	87676286	11/8/2017	5528596	7/31/2018
BLOCKCHAIN BOARD	87671483	11/3/2017	5466573	5/8/2018
BLOCKCHAIN BOARD	87671488	11/3/2017	5517738	7/17/2018
SOCIALMEDIA.ORG TALENT	87671479	11/3/2017	5466572	5/8/2018
SOCIALMEDIA.ORG TALENT	87671495	11/3/2017	5466574	5/8/2018
BOARD.ORG	87671486	11/3/2017	5718163	4/2/2019
BOARD.ORG	87671491	11/3/2017	5784640	6/25/2019

Mark	Application No.	Application Date	Registration No.	Registration Date
SOCIALMEDIA.ORG HEALTH	87196617	10/7/2016	5224983	6/13/2017
SOCIAL MEDIA .ORG HEALTH	87196679	10/7/2016	5326008	10/31/2017
SOCIALMEDIA.ORG	85310130	5/2/2011	4100399	2/14/2012
SOCIALMEDIA.ORG	85310137	5/2/2011	4100400	2/14/2012
THE BOARD	75069593	3/8/1996	2037075	2/11/1997
EMPLOYEE EXPERIENCE BOARD	98135743	8/16/2023	N/A	N/A
EMPLOYEE EXPERIENCE BOARD	98135751	8/16/2023	N/A	N/A
DATA PRIVACY BOARD	97420867	5/20/2022	7104425	7/11/2023
DATA PRIVACY BOARD	97420872	5/20/2022	7057532	5/16/2023

IP Licenses:

None.