

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI96656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PATHMATICS, INC.		03/15/2024	Corporation: DELAWARE
SENSORTOWER, INC.		03/15/2024	Corporation: DELAWARE
FRIENDLY INC.		03/15/2024	Corporation: DELAWARE
DATA.AI INC.		03/15/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BAIN CAPITAL CREDIT, LP, in its capacity as agent		
Street Address:	200 Clarendon Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4957232	SENSORTOWER	
Serial Number:	98044896	DATA.AI	
Registration Number:	7279553		
Registration Number:	5483603	FRIENDLY	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	ypan@proskauer.com,hsuh@proskauer.com		
Correspondent Name:	Hyun Seung Suh		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	66478.305		
NAME OF SUBMITTER:	Yuming Pan		
SIGNATURE:	Yuming Pan		

CH \$115.00.00 86583395

DATE SIGNED:	03/15/2024
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Total Attachments: 7

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- source=SensorTower - Trademark Security Agreement#page3.tif
- source=SensorTower - Trademark Security Agreement#page4.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “Trademark Security Agreement”) is made as of this 15th day of March, 2024, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually a “Grantor”), and BAIN CAPITAL CREDIT, LP, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of March 15, 2024 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the “Credit Agreement”) by and among (a) SENSORTOWER PARENT ENTITY, INC., a Delaware corporation (“Parent Holdings”), SENSORTOWER HOLDING, INC., a Delaware corporation (together with its permitted successors and assigns, “Holdings”), and SENSORTOWER, INC., a Delaware corporation (together with its permitted successors and assigns, “SensorTower”), PATHMATICS, INC., a Delaware corporation (together with its permitted successors and assigns, “Pathmatics”), FRIENDLY, INC. (formerly known as Adably Labs, Inc.), a Delaware corporation (together with its permitted successors and assigns, “Friendly”), DAYTONA MERGER SUB, INC., a Delaware corporation (together with its permitted successors and assigns, “Merger Sub”), (b) effective upon consummation of the Closing Date Acquisition, DATA.AI Inc., a Delaware corporation (together with its permitted successors and assigns, “Data.ai”), such other Persons as may hereafter become Borrowers thereunder, each Guarantor from time to time party thereto, the Lenders from time to time party thereto, and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark 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, each 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 TRADEMARK COLLATERAL. Each Grantor hereby assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each other Secured Party and holder of any Obligations, a continuing security interest in and to and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, excluding any Excluded Property, the “Trademark Collateral”):

(a) all of such Grantor’s trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or

business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those United States registered trademarks (and applications for registration of United States trademarks) referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

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

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance, as the case may be, of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, 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 any Grantor and Section 16.18 of the Credit Agreement is hereby incorporated by reference as if fully set forth herein.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. The Agent and each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain ownership rights to any new Trademarks or enter into any new Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks in accordance with Section 9.18(a) of the Credit Agreement and, upon the request of the Agent, Grantors shall promptly execute and deliver to the Agent for filing with the United States Patent and Trademark office one or more supplemental trademark security agreements, in form and substance satisfactory to Agent in its Permitted Discretion, to evidence Agent's Lien on the Grantors' Collateral consisting of such Trademarks. Notwithstanding the foregoing, no failure to supplement this Trademark Security Agreement shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I of this Trademark Security Agreement or in any supplemental trademark security agreements.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreements. Any signature delivered by a party by facsimile or electronic transmission (including e-mail transmission of a PDF image) shall be deemed an original signature hereto.

7. CONSTRUCTION. The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Trademark Security Agreement as a whole and not to any particular section, paragraph or subdivision. All references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Trademark Security Agreement, except where the context clearly requires otherwise. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which any Secured Party is a party, including references to any of the Other Documents, shall include any and all modifications, supplements or amendments thereto, any and all restatements or replacements thereof and any and all extensions or renewals thereof. 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.

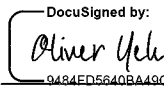
8. GOVERNING LAW. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

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

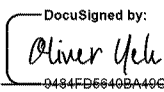
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

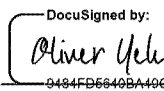
PATHMATICS, INC.
a Delaware corporation

By: 
Name: Oliver Yeh
Title: Chief Executive Officer and Treasurer

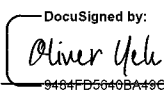
SENSORTOWER, INC.
a Delaware corporation

By: 
Name: Oliver Yeh
Title: Chief Executive Officer and Treasurer

FRIENDLY INC.
a Delaware corporation

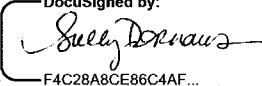
By: 
Name: Oliver Yeh
Title: Chief Executive Officer and Treasurer

DATA.AI INC.
a Delaware corporation

By: 
Name: Oliver Yeh
Title: President

AGENT:

BAIN CAPITAL CREDIT, L.P.

DocuSigned by:

By: _____
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Name: Sally Fassler Dornaus
Title: Partner/CFO-Bain Capital Credit, LP

SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT

United States Issued Trademarks and Trademark Applications

Mark Type	Mark	Serial and Registration No.	Jurisdiction	Date of Filing/Registration	Current Applicants(s)/Registered Owner(s)
Service Mark	SensorTower	Registration Number: 4957232	United States of America	Filing: March 31, 2015 Registration: May 10, 2016	SensorTower, Inc.
Service Mark	Sensor Tower	Serial Number: 86583395	United States	Filing: March 31, 2015 Registration: August 18, 2015	SensorTower, Inc.
Trademark, Service Mark	DATA.AI	Serial Number: 98044896	United States	Filing: June 15, 2023	Data.ai Inc.
Trademark, Service Mark	DATA.AI Logo	Registration Number: 7279553	United States	Filing: September 9, 2019 Registration: January 16, 2024	Data.ai Inc.
Trademark	FRIENDLY	Registration Number: 5483603	United States	Filed: December 14, 2016 Registration: June 5, 2018	Friendly, Inc.

Material Licensing Agreements

a) Customer

Meta Platforms Inc.
Microsoft Corporation
Bytedance Inc.
Google, LLC
LINE Corporation
King.com Limited
Oriental Power Holdings Limited
Tiger Global Management LLC
Amazon.com Services, LLC
Citadel Enterprise Americas LLC
D1 Capital Partners, LP
The Walt Disney Company
GREE, Inc.
Uber Technologies, Inc.

b) Vendors

Amazon Web Services, Inc. (AWS, Inc.)
Google, LLC

Snowflake Inc.
Unity Technologies SF
Databricks, Inc.
TikTok Information Technologies UK Limited
Salesforce, Inc.
CDW Direct, LLC
LinkedIn Corporation
Oracle America, Inc. (NetSuite)