

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650517

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Novantas, Inc.		05/28/2021	Corporation: DELAWARE
Informa FBX LLC		05/28/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GLAS AMERICAS LLC
Street Address:	3 Second Street, Suite 206
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4807367	BANKTRENDS
Registration Number:	5079307	FEEBUILDER TODAY'S FEES TODAY
Serial Number:	86170052	BANKCHOICE MARKET MONITOR
Serial Number:	86170031	FINDABETTERBANK
Serial Number:	77937996	MINDSWIFT
Serial Number:	77947846	NOVANTAS
Serial Number:	86430167	PRICETEK
Serial Number:	86583038	BANKCHOICE MONITOR
Serial Number:	86660733	AMPLERO
Serial Number:	85431779	TREASURY 3.0
Serial Number:	85359753	STRATASCAPE
Serial Number:	87173574	COMPARATIVE DEPOSIT ANALYTICS
Serial Number:	85708990	NOVANTAS
Serial Number:	76185857	TREASURY STRATEGIES
Serial Number:	76185961	THE POWER OF EXPERIENCE
Serial Number:	87265027	NDEPTH
Serial Number:	73431978	TREASURY STRATEGIES
Serial Number:	87508864	STRATASCAPE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87502368	SALESSCAPE
Serial Number:	87905910	AI AT THE CORE. HUMANS AT THE HELM.
Serial Number:	87906066	HIRE A MACHINE. DON'T BE ONE.
Serial Number:	87906082	THE MACHINE ON YOUR TEAM
Serial Number:	87906085	HUMANS WELCOME
Serial Number:	87658926	METRICSCAPE
Serial Number:	87609868	BANKING PERSONA
Serial Number:	87925467	SHADOW RETIREMENT
Serial Number:	77524627	PRICETEK
Serial Number:	77392013	NOVARICA
Serial Number:	87783942	NOVANTAS SOLUTIONS

CORRESPONDENCE DATA

Fax Number:

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: 2128192511
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	4485940-0004-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	05/28/2021

Total Attachments: 10

source=Ibis - IP Security Agreement [Executed]#page1.tif
source=Ibis - IP Security Agreement [Executed]#page2.tif
source=Ibis - IP Security Agreement [Executed]#page3.tif
source=Ibis - IP Security Agreement [Executed]#page4.tif
source=Ibis - IP Security Agreement [Executed]#page5.tif
source=Ibis - IP Security Agreement [Executed]#page6.tif
source=Ibis - IP Security Agreement [Executed]#page7.tif
source=Ibis - IP Security Agreement [Executed]#page8.tif
source=Ibis - IP Security Agreement [Executed]#page9.tif
source=Ibis - IP Security Agreement [Executed]#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated May 28, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and GLAS AMERICAS LLC, as Collateral Agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Ibis Intermediate Co., a Delaware corporation (the “Original Borrower”), Ibis Holding Co., a Delaware corporation (“Parent”), and each of the other Grantors have entered into a Senior Facilities Agreement dated as of May 28, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder, being the “Credit Agreement”) with the Lenders, the L/C Issuers, the Administrative Agent and the Collateral Agent. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement dated as of May 28, 2021, among the Grantors and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the Laws of the United States of America or any state thereof (the “Collateral”):

- (i) all patents and patent applications, and all improvements thereto (“Patents”);
- (ii) all trademarks, trademark applications, service marks, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all

general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby ("Trademarks");

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered ("Copyrights");

(iv) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Finance Documents (as such Finance Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the obligations that would be owed by such Grantor to any Secured Party under the Finance Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by fax or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement. In furtherance of the foregoing, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to any document to be signed in connection with this IP Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and 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 incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. This IP Security Agreement shall constitute a “Finance Document” for all purposes under the Credit Agreement and the other Finance Documents.

SECTION 6. Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE “FEDERAL DISTRICT COURT”) AND APPELLATE COURTS FROM EITHER OF THEM, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE AGENTS AND LENDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER

PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER THIS IP SECURITY AGREEMENT OR THE ENFORCEMENT OF ANY JUDGMENT; PROVIDED THAT NOTHING IN THIS IP SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) COLLATERAL AGENT OR ANY OTHER AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE COLLATERAL AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, AND (III) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN CLAUSE 35.2 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN

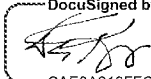
CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Remainder of the page intentionally left in blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

NOVANTAS, INC.,

DocuSigned by:



By: _____
Name: David Kaytes
Title: President and Co-Chief Executive Officer

INFORMA FBX LLC

By: _____
Name: Patrick Martell
Title: President and Chief Executive Officer

[Signature page to IPSA]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

NOVANTAS, INC.,

By: _____
Name: David Kaytes
Title: President and Co-Chief Executive Officer

INFORMA FBX LLC

By:  _____
Name: Patrick Martell
Title: President and Chief Executive Officer

[Signature page to IPSA]

TRADEMARK
REEL: 007310 FRAME: 0676

GLAS AMERICAS LLC,
as Collateral Agent


By: _____



Name: Yana Kislenko
Title: Vice President

Schedule I

Trademarks

Company	Mark	Filing Date	Application No.	Registration Date	Registration No.	Country	Owner	Status
Informa FBX LLC.	BANKTRENDS and Design 	08-Jan-2015	86498678	08-Sep-2015	4807367	United States of America	Informa Business Intelligence, Inc.	Registered
Informa FBX LLC.	FEEBUILDER TODAY'S FEES TODAY & Design	01-Sept-2015	86744554	08-Nov-2016	5079307	United States of America	Informa Business Intelligence, Inc.	Registered

Company	Trademark	App. Number	Reg. Number	Country	Status
Novantas, Inc.	BANKCHOICE MARKET MONITOR	86170052	4702373	US	Registered
Novantas, Inc.	FINDABETTERBANK	86170031	4706459	US	Registered
Novantas, Inc.	MINDSWIFT	77937996	3936547	US	Registered
Novantas, Inc.	NOVANTAS	77947846	3942900	US	Registered
Novantas, Inc.	PRICETEK	86430167	4759605	US	Registered
Novantas, Inc.	BANKCHOICE MONITOR	86583038	4858370	US	Registered
Novantas, Inc.	AMPLERO	86660733	4889118	US	Registered
Novantas, Inc.	TREASURY 3.0	85431779	4139203	US	Registered
Novantas, Inc.	STRATASCAPE (Design Illustration)	85359753	4204545	US	Registered
Novantas, Inc.	COMPARATIVE DEPOSIT ANALYTICS	87173574	5298460	US	Registered
Novantas, Inc.	NOVANTAS	85708990	4420701	US	Registered
Novantas, Inc.	TREASURY STRATEGIES	76185857	2780037	US	Registered
Novantas, Inc.	THE POWER OF EXPERIENCE	76185961	2813432	US	Registered
Novantas, Inc.	NDEPTH	87265027	5459982	US	Registered
Novantas, Inc.	TREASURY STRATEGIES	73431978	1294922	US	Registered
Novantas, Inc.	STRATASCAPE (Character word mark)	87508864	5558582	US	Registered
Novantas, Inc.	SALESSCAPE	87502368	5563586	US	Registered
Novantas, Inc.	AI AT THE CORE. HUMANS AT THE HELM.	87905910	5632421	US	Registered
Novantas, Inc.	HIRE A MACHINE. DON'T BE ONE.	87906066	5632432	US	Registered
Novantas, Inc.	THE MACHINE ON YOUR TEAM	87906082	5632433	US	Registered
Novantas, Inc.	HUMANS WELCOME	87906085	5632434	US	Registered
Novantas, Inc.	METRICSCAPE	87658926	5704328	US	Registered

Company	Trademark	App. Number	Reg. Number	Country	Status
Novantas, Inc.	BANKING PERSONA	87609868	5782423	US	Registered
Novantas, Inc.	SHADOW RETIREMENT	87925467	5817192	US	Registered
Novantas, Inc.	PRICETEK	77524627	3597827	US	Registered
Novantas, Inc.	NOVARICA	77392013	3498842	US	Registered
Novantas, Inc.	NOVANTAS SOLUTIONS	87783942	Pending	US	Pending

Patents

Patent Number	Application / Publication Number	Title	Status
9,659,087	13/831,121	Unsupervised Prioritization and Visualization of Clusters	Granted
10,248,527	16/136,035	Automated Device-Specific Dynamic Operation Modifications	Granted
10,353,764	16/184,900	Automated Identification of Device Status and Resulting Dynamic Modification of Device Operations	Granted
Pending	15/488,337/US20170344632A1	Unsupervised Prioritization and Visualization of Clusters	Pending