

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reveal Data Corporation		11/15/2022	Corporation: DELAWARE
Brainspace Corporation		11/15/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	Comm Loan SVC CTR/DCC-500 1st Ave.		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86453870		
Serial Number:	86453873		
Serial Number:	86453877	BRAINSPACE	
Serial Number:	86453881	BRAINSPACE	
Serial Number:	85509812	BRAINSPACE	
Serial Number:	88586425	REVEAL	
Serial Number:	85595341	DISCOVER MORE. REVIEW LESS.	
Serial Number:	97550075	REVEAL	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		

CH \$215.00 86453870

SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	11/16/2022
Total Attachments: 6 source=blackrock reveal amended and restated trademark security agreement executed 2022#page1.tif source=blackrock reveal amended and restated trademark security agreement executed 2022#page2.tif source=blackrock reveal amended and restated trademark security agreement executed 2022#page3.tif source=blackrock reveal amended and restated trademark security agreement executed 2022#page4.tif source=blackrock reveal amended and restated trademark security agreement executed 2022#page5.tif source=blackrock reveal amended and restated trademark security agreement executed 2022#page6.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this “Amended and Restated Trademark Security Agreement”) is made as of this November 15, 2022 among REVEAL DATA CORPORATION, a Delaware corporation (“Reveal”), BRAINSPACE CORPORATION, a Texas corporation (“Brainspace” and together with Reveal, collectively, the “Grantors” and each individually, a “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (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 dated as of March 9, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantors (together with its permitted successors and assigns), the other Loan Parties party thereto, such other Persons as may hereafter become Borrowers thereunder (together with their permitted successors and assigns, Grantors and NexLP, collectively, the “Borrowers” and each individually, a “Borrower”), the Persons which are now or which hereafter become lenders thereunder (the “Lenders”), 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, Grantors and Agent entered into that certain Trademark Security Agreement dated as of March 9, 2022, which was record in the United States Patent and Trademark Office on March 9, 2022 at Reel 7654, Frame 0175 (the “Original Trademark Security Agreement”).

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Amended and Restated 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 grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of such Grantor’s trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, “Trademarks”), and licenses for any of the foregoing (“Licenses”), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on 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 or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Amended and Restated Trademark 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 Amended and Restated Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by each 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 such Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Amended and Restated 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. 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.

5. AUTHORIZATION TO SUPPLEMENT. If either Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Amended and Restated Trademark Security Agreement shall automatically apply thereto. The applicable Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting each Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Amended and Restated Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Amended and Restated Trademark 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. COUNTERPARTS. This Amended and Restated Trademark 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 Amended and Restated Trademark 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.

7. CONSTRUCTION. Unless the context of this Amended and Restated Trademark 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 Amended and Restated Trademark Security Agreement or any Other Document refer to this Amended and Restated Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Amended and Restated Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Amended and Restated Trademark Security Agreement unless otherwise specified. Any reference in this Amended and Restated Trademark 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.

8. GOVERNING LAW. This Amended and Restated Trademark Security 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, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

9. AMENDMENT AND RESTATEMENT; NO NOVATION. This Amended and Restated Trademark Security Agreement amends and restates the Original Trademark Security Agreement in its entirety and shall not be deemed to constitute a novation of the Original Trademark Security Agreement or any of the obligations of the Grantors thereunder. The security interests, liens and pledges granted to the Agent in the Original Trademark Security Agreement are intended to be, and are, continued under this Amended and Restated Trademark Security Agreement as the security interests granted to Agent as security for the Obligations and shall not be eliminated or otherwise adversely affected by the execution and delivery of this Agreement.

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

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

GRANTORS:

REVEAL DATA CORPORATION,
a Delaware corporation



By: _____
Name: Wendell Jisa
Title: President and Chief Executive Officer

BRAINSPACE CORPORATION,
a Texas corporation



By: _____
Name: Wendell Jisa
Title: President and Chief Executive Officer

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Laurie Dee
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
Design Only	86453870	11/13/14	4906013	2/23/16	Registered	Brainspace Corporation
Design Only	86453873	11/13/14	5027752	8/23/16	Registered	Brainspace Corporation
BRAINSPACE	86453877	11/13/14	4906014	2/23/16	Registered	Brainspace Corporation
BRAINSPACE	86453881	11/13/14	4906015	2/23/16	Registered	Brainspace Corporation
BRAINSPACE	85509812	1/5/12	4311561	4/2/13	Registered	Brainspace Corporation
REVEAL	88586425	8/21/19	6041280	4/28/20	Registered	Reveal Data Corporation
DISCOVER MORE. REVIEW LESS.	85595341	4/11/12	4245743	11/20/12	Registered	Reveal Data Corporation
REVEAL	97550075	8/16/2022	N/A	N/A	Application Pending	Reveal Data Corporation