

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnit Corporation	FORMERLY Pro Corporation	03/29/2023	Corporation: DELAWARE
Magnit, LLC	FORMERLY Pro Unlimited, Inc.	03/29/2023	Limited Liability Company: DELAWARE
Magnit JMM, LLC	FORMERLY Job Market Maker, LLC	03/29/2023	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Collateral Agent		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901-6000		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97264447	RIGHTSOURCING	
Serial Number:	90623648	EARLYPAY	
Registration Number:	6720126	RATEPOINT BUSINESS INTELLIGENCE	
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@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1944593 TM		
NAME OF SUBMITTER:	Leanne Honig		
SIGNATURE:	/Leanne Honig/		

OP \$90.00 97264447

DATE SIGNED:	03/30/2023
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of March 29, 2023 (this “Agreement”), among (a)(i) Magnit Corporation (formerly known as Pro Corporation), a Delaware corporation, (ii) Magnit, LLC (formerly known as Pro Unlimited, Inc.), a Delaware limited liability company and (iii) Magnit JMM, LLC (formerly known as Job Market Maker, LLC), a South Carolina limited liability company (each, a “Grantor”), (b) Citizens Bank, N.A. in its capacity as collateral agent for the lenders party to the ABL Credit Agreement referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of September 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”) by and among Select Parent, Inc., a Delaware corporation (“Holdings”), Select Acquisition Holdings, Inc., a Delaware corporation and Magnit Corporation (formerly known as Pro Corporation), a Delaware corporation (each, a “Borrower”, and together, the “Borrowers”), the other subsidiaries of Holdings from time to time party thereto, the lenders and issuing banks from time to time party thereto and the Collateral Agent, (b) the First Lien Pledge and Security Agreement dated as of September 1, 2021 (the “Security Agreement”), by and among the Borrowers, the Subsidiary Parties from time to time party thereto and the Collateral Agent and (c) the First Lien Canadian Pledge and Security Agreement, dated as of September 1, 2021 (the “Canadian Security Agreement”), by and among Magnit Global Canada Limited (formerly known as PRO Unlimited Global Canada Ltd.), a company organized under the laws of British Columbia, Canada, the Subsidiary Parties from time to time party thereto and the Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, the Canadian Security Agreement or the ABL Credit Agreement, as applicable.

Section 2. *Grant of Security Interest.* 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, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of each Grantor’s right, title and interest in, to and under any trademarks, patents, copyrights and exclusive copyright Licenses now owned or at any time hereafter acquired by each Grantor, including those listed on Schedule I hereto (the “Collateral”).

Section 3. *Security Agreement.* The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that 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 hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original

but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Section 5. *CHOICE OF LAW.* THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. *INTERCREDITOR AGREEMENT GOVERNS.* NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MAGNIT, LLC,
as a Guarantor

DocuSigned by:
By: Teresa Golio
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Name: Teresa Golio
Title: Executive Vice President,
Finance and Chief Accounting Officer

MAGNIT CORPORATION,
as a Guarantor

DocuSigned by:
By: Teresa Golio
76D9A58DA3C3465...
Name: Teresa Golio
Title: Executive Vice President, Finance
and Chief Accounting Officer

MAGNIT JMM, LLC,
as a Guarantor

DocuSigned by:
By: Teresa Golio
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Name: Teresa Golio
Title: Executive Vice President, Finance
and Chief Accounting Officer

SCHEDULE I

List of Trademarks

Trademark Registrations and Applications

NO.	MARK	COUNTRY	REGISTRATION NO. / APPLICATION NO.	REGISTRATION DATE / APPLICATION DATE	STATUS	OWNER / APPLICANT
1.	MAGNIT	Canada	2195840	04-July-2022	Applied	Magnit, LLC (f/k/a Pro Unlimited, Inc.)
2.	Magnit & Design  Magnit	Canada	2212335	27-Sept-2022	Applied	Magnit, LLC (f/k/a Pro Unlimited, Inc.)
3.	Logo 	Canada	2211688	22-Sept-2022	Applied	Magnit, LLC (f/k/a Pro Unlimited, Inc.)
4.	RIGHTSOURCING	USA	97264447	11-Feb-2022	Applied	Magnit Corporation (f/k/a Pro Corporation)
5.	EARLYPAY	USA	90623648	5-Apr-2021	Applied	Magnit, LLC (f/k/a Pro Unlimited, Inc.)
6.	RATEPOINT BUSINESS INTELLIGENCE	USA	6720126	3-May-2022	Registered	Magnit, LLC (f/k/a Pro Unlimited, Inc.)

List of Patents

Issued Patents

NO.	TITLE	COUNTRY	PATENT NO. / APP. NO.	ISSUE DATE / APP. DATE	STATUS	OWNER / APPLICANT
1.	MACHINE LEARNING SYSTEMS FOR LOCATION CLASSIFICATION AND METHODS FOR USING SAME	USA	17/341099	7-June-2021	Pending	Magnit JMM, LLC (f/k/a Job Market Maker, LLC)
2.	MACHINE LEARNING SYSTEMS FOR COLLABORATION PREDICTION AND METHODS FOR USING SAME	USA	17/341095	7-June-2021	Pending	Magnit JMM, LLC (f/k/a Job Market Maker, LLC)
3.	MACHINE LEARNING SYSTEMS FOR REMOTE ROLE EVALUATION AND METHODS FOR USING SAME	USA	17/341093	7-June-2021	Pending	Magnit JMM, LLC (f/k/a Job Market Maker, LLC)
4.	SYSTEMS AND PROCESSES FOR ITERATIVELY TRAINING A RENUMERATION TRAINING MODULE	USA	17/729898	26-Apr-2022	Pending	Magnit JMM, LLC (f/k/a Job Market Maker, LLC)
5.	SYSTEMS AND PROCESSES FOR ITERATIVELY TRAINING A NETWORK TRAINING MODULE	USA	17/830201	01-June-2022	Pending	Magnit JMM, LLC (f/k/a Job Market Maker, LLC)

List of Copyrights

Copyright Registrations and Applications

None.