

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807642

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement (Second Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Magnit, LLC (formerly known as Pro Unlimited, Inc.)		04/13/2023	Limited Liability Company: DELAWARE
Magnit JMM, LLC (formerly known as Job Market Maker, LLC)		04/13/2023	Limited Liability Company: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor to U.S. BANK NATIONAL ASSOCIATION)		
<b>Street Address:</b>	60 Livingston Avenue, EP-MN-WS3C		
<b>City:</b>	Saint Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107-2292		
<b>Entity Type:</b>	National Banking Association: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6720126	RATEPOINT BUSINESS INTELLIGENCE	
<b>Serial Number:</b>	90623648	EARLYPAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	073321-30020		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	05/03/2023		

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**Total Attachments: 7**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of April 13, 2023 (this "Agreement"), among (a)(i) Magnit, LLC (formerly known as Pro Unlimited, Inc.), a Delaware limited liability company and (ii) Magnit JMM, LLC (formerly known as Job Market Maker, LLC), a South Carolina limited liability company (each, a "Grantor"), and (b) U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor to U.S. BANK NATIONAL ASSOCIATION), in its capacity as collateral agent for the purchasers party to the Indenture referred to below (in such capacity, the "Collateral Agent").

WHEREAS, reference is made to (a) the Indenture dated as of September 1, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), by and among Select Parent, Inc., a Delaware corporation ("Holdings"), Select Acquisition Holdings, Inc., a Delaware corporation (the "Issuer"), the holders from time to time party thereto and the Collateral Agent, (b) a Note Purchase Agreement dated as of September 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") and (c) the Second Lien Pledge and Security Agreement dated as of September 1, 2021 (the "Security Agreement"), by and among the Issuer, the Subsidiary Parties from time to time party thereto and the Collateral Agent;

WHEREAS, GS Initial Purchasers have agreed to purchase Notes from the Issuer subject to the terms and conditions set forth in the Indenture and the Note Purchase Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such Notes previously purchased.

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 Indenture, or if not defined in the Indenture, then as defined in the Note Purchase Agreement, or if not defined in the Note Purchase Agreement, then as defined in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Second Lien Notes Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Second Lien Notes Secured Parties, a security interest (the "Security Interest") in all of such 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 such 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

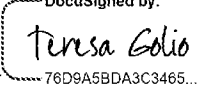
IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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 SECOND LIEN NOTES 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.

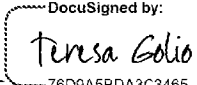
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**MAGNIT, LLC,**  
as a Guarantor

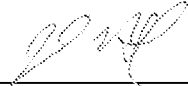
By:  \_\_\_\_\_  
Name: Teresa Golio  
Title: Executive Vice President, Finance and Chief  
Accounting Officer

**MAGNIT JMM, LLC**  
as a Guarantor

By:  \_\_\_\_\_  
Name: Teresa Golio  
Title: Executive Vice President, Finance and Chief  
Accounting Officer

**AGENT:**

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION

By:   
Name: Joshua A. Hahn  
Title: Vice President

**SCHEDULE I**

List of Trademarks

**Trademark Registrations and Applications**

<b>NO.</b>	<b>MARK</b>	<b>COUNTRY</b>	<b>REGISTRATION NO. / APPLICATION NO.</b>	<b>REGISTRATION DATE / APPLICATION DATE</b>	<b>STATUS</b>	<b>OWNER / APPLICANT</b>
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.	EARLYPAY	USA	90623648	5-Apr-2021	Applied	Magnit, LLC (f/k/a Pro Unlimited, Inc.)
5.	RATEPOINT BUSINESS INTELLIGENCE	USA	6720126	3-May-2022	Registered	Magnit, LLC (f/k/a Pro Unlimited, Inc.)

List of Patents

**Issued Patents**

<b>NO.</b>	<b>TITLE</b>	<b>COUNTRY</b>	<b>PATENT NO. / APP. NO.</b>	<b>ISSUE DATE / APP. DATE</b>	<b>STATUS</b>	<b>OWNER / APPLICANT</b>
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.