

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Abacus Data Systems, Inc.		09/22/2023	Corporation: CALIFORNIA
RTB Global, Inc.		09/22/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Clutch Topco Holdings, Inc.		
Street Address:	100 Federal St.		
Internal Address:	c/o Thomas H. Lee Partners, LP		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5003198	OFFICE TOOLS	
Registration Number:	4315612	CLOUD9 REAL TIME	
Registration Number:	2876187	RESULTS	
Registration Number:	5207879	ABACUSNEXT	
Registration Number:	5230817	A	
Serial Number:	97647144	CARET	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622272		
Email:	carrie.rosenburg@kirkland.com		
Correspondent Name:	Carrie Rosenberg		
Address Line 1:	Kirkland and Ellis		
Address Line 2:	300 N LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	50624-1		
NAME OF SUBMITTER:	Carrie Rosenberg		

CH \$165.00 5003198

SIGNATURE:	/Carrie Rosenberg/
DATE SIGNED:	10/04/2023
Total Attachments: 5 source=U.S. Trademark Short Form Security Agreement (Opco) - Abacus (Executed)_(100216459_1)#page1.tif source=U.S. Trademark Short Form Security Agreement (Opco) - Abacus (Executed)_(100216459_1)#page2.tif source=U.S. Trademark Short Form Security Agreement (Opco) - Abacus (Executed)_(100216459_1)#page3.tif source=U.S. Trademark Short Form Security Agreement (Opco) - Abacus (Executed)_(100216459_1)#page4.tif source=U.S. Trademark Short Form Security Agreement (Opco) - Abacus (Executed)_(100216459_1)#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of September 22, 2023 (this “**Agreement**”), between ABACUS DATA SYSTEMS, INC., a California corporation (“**ADS**”), RTB GLOBAL, INC., a California corporation (“**RTB**”, and together with ADS, the “**Grantors**”, and each a “**Grantor**”), and CLUTCH TOPCO HOLDINGS, INC., as lender (in such capacity, the “**Lender**”).

Reference is made to (a) the Pledge and Security Agreement, dated as of September 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among ABACUS DATA HOLDINGS, INC., a Delaware corporation (“**Borrower**”), CLUTCH INTERMEDIATE HOLDINGS II, INC., a Delaware corporation (“**Holdings**”), the other Grantors from time to time party thereto and the Lender, and (b) the Secured Revolving Promissory Note, dated as of September 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note**”), among the Borrower and the Lender. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Note. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Note and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. Accordingly, 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 rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Secured Obligations, each Grantor, hereby grants to the Lender, its successors and permitted assigns, a continuing security interest in all of such Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by each Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing. Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use (or similar) Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interests granted to the Lender herein are granted

in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark 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. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Lender shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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.

SECTION 6. CHOICE OF LAW. THIS 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 WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantors and the Lender have executed this Trademark Security Agreement as of the date first above written.

**ABACUS DATA SYSTEMS, INC.
RTB GLOBAL, INC.**

DocuSigned by:
Keri Gohman
By: _____
Name: Keri Gohman
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008217 FRAME: 0624**

CLUTCH TOPCO HOLDINGS, INC.
as Lender,

DocuSigned by:

Mark Bean

By: _____

Name: Mark Bean


Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008217 FRAME: 0625

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Registered Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
OFFICE TOOLS	U.S.	Abacus Data Systems, Inc.	5003198	Jul 19 2016	Active
CLOUD9 REAL TIME	U.S.	RTB Global, Inc.	4315612	Apr 9 2013	Active
RESULTS	U.S.	Abacus Data Systems, Inc.	2876187	Aug 24 2004	Active
ABACUSNEXT	U.S.	Abacus Data Systems, Inc.	5207879	May 23 2017	Active
	U.S.	Abacus Data Systems, Inc.	5230817	Jun 27 2017	Active
CARET	U.S.	Abacus Data Systems, Inc.	97647144	Oct 25, 2022	Application pending examination