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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI125291

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIRCANA, LLC		03/25/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Company Name: WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET	
Internal Address: SUITE 1290		
City:	MINNEAPOLIS	
State/Country:	State/Country: MINNESOTA	
Postal Code:	ostal Code: 55402	
Entity Type:	ntity Type: National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	98238317	HENDRY

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: 2124553435

Email: ksolomon@stblaw.com

Correspondent Name: COURTNEY WELSHIMER ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	004981/0003	
NAME OF SUBMITTER:	KIMBERLY SOLOMON	
SIGNATURE:	KIMBERLY SOLOMON	
DATE SIGNED:	05/03/2024	

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 25, 2024 (this "<u>Agreement</u>"), between CIRCANA, LLC, a Delaware limited liability company, (the "<u>Grantor</u>") and Wilmington Trust, National Association ("Wilmington Trust") in its capacity as Collateral Agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, together with its successors, assigns, designees and sub-agents, the "Collateral Agent").

WHEREAS, reference is made to (a) the Credit Agreement dated as of December 1, 2021, (as amended by Amendment No. 1 to Credit Agreement, dated as of June 30, 2022, by Amendment No. 2 to Credit Agreement, dated as of August 1, 2022, by Amendment No. 3 to Credit Agreement, dated as of March 28, 2023, by Amendment No. 4 to Credit Agreement, dated as of November 2, 2023, and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Neptune Midco, L.P., a Delaware limited partnership ("Neptune LP"), The NPD Group GP, LLC, a Delaware limited liability company ("Neptune GP" and, together with Neptune LP, "Holdings"), Circana Group, L.P. (f/k/a The NPD Group, L.P.), a Delaware limited partnership (the "Borrower"), IRI Group Holdings, Inc., a Delaware corporation ("IRI Holdings"), Circana, Inc. (f/k/a Information Resources, Inc.), a Delaware corporation ("Circana" and, together with IRI Holdings, the "Co-Borrowers"), the lenders from time to time party thereto (the "Lenders") and Letter of Credit Issuers from time to time party thereto, Wilmington Trust as the Administrative Agent and Collateral Agent and (b) the Pledge and Security Agreement dated as of December 1, 2021 (the "Security Agreement"), by and among the Holdings, the Initial Borrower, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders, the Swingline Lender and the Letter of Credit Issuers have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

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

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of the Grantor's right in, and title and interest to and under, any Trademarks now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, including those listed on Schedule I, and any and all goodwill relating to the same (the "Collateral").

SECTION 3. <u>Security Agreement</u>. 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. The 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. <u>Counterparts</u>. 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. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW 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 COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. SO LONG AS THE EQUAL PRIORITY INTERCREDITOR AGREEMENT IS OUTSTANDING, THE REQUIREMENT OF THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT TO DELIVER COLLATERAL TO THE COLLATERAL AGENT (OR ANY REPRESENTATION OR WARRANTY HAVING THE EFFECT OF REQUIRING THE SAME) SHALL BE DEEMED SATISFIED (OR ANY SUCH REPRESENTATION OR WARRANTY SHALL BE DEEMED TRUE BY DELIVERY OF SUCH COLLATERAL TO THE CONTROLLING COLLATERAL AGENT (AS SUCH TERM IS DEFINED IN THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AS BAILEE OF, AND BEHALF OF, THE COLLATERAL AGENT PURSUANT TO THE EQUAL PRIORITY INTERCREDITOR AGREEMENT).

[Signature Pages Follow]

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

By: Name: Hannah Kim

Title: Chief Legal Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Collateral Agent

By: Name: Title:

[Signature Page to Trademark Security Agreement]

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

Ву:		
•	Name:	
	Title:	

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Collateral Agent

Rv

Name: Title:

Jeffery Rose Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I

No.	Serial Number	Filing Date	Mark	Owner
1.	98238317	10/24/2023	HENDRY	Circana, LLC

RECORDED: 05/03/2024