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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI230271

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
C-4 Analytics, LLC		05/14/2024	Limited Liability Company: MASSACHUSETTS

### **RECEIVING PARTY DATA**

Company Name:	Crescent Agency Services LLC, as Agent	
Street Address:	100 High St.	
Internal Address:	18th Floor	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02110	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5150064	C-4 ANALYTICS

# **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:** 3125778302

**Email:** jenna.huisenga@katten.com

**Correspondent Name:** Jenna Huisenga c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Jenna Huisenga
SIGNATURE:	Jenna Huisenga
DATE SIGNED:	05/14/2024

# **Total Attachments: 5**

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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2024, is made by C-4 ANALYTICS, LLC, a Massachusetts limited liability company ("C-4 Analytics" and also as "Grantor"), in favor of CRESCENT AGENCY SERVICES LLC ("Crescent"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among by and among (i) C4A Intermediate LLC, a Delaware limited liability company ("Holdings"), (ii) C4A Equity Co LLC, a Delaware limited liability company as the initial borrower thereunder prior to the consummation of the Closing Date Acquisition (as defined therein) and the Closing Date Merger (as defined therein) (in such capacity, the "Initial Borrower"), (iii) immediately upon consummation of the Closing Date Acquisition (as defined therein) and the Closing Date Merger (as defined therein), each of the other entities listed on the signature pages thereto as "Borrowers" (collectively, the "Successor Borrowers"), (iv) following the Closing Date, each other Person who becomes a borrower thereunder by execution and delivery of a joinder substantially in the form of Exhibit 1 thereto or such other form reasonably acceptable to Agent (together with the Initial Borrower and the Successor Borrowers, collectively the "Borrowers" and individually each a "Borrower"), (v) the other Persons party thereto that are designated as a "Credit Party", if any, (vi) Crescent Agency Services LLC (in its individual capacity, "Crescent"), as Agent for the several financial institutions from time to time party to thereto (collectively, the "Lenders" and individually each a "Lender") and (vii) the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of the date hereof, in favor of Agent (the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent as follows:

<u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

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- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
  - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property (including any "intent to use" Trademark applications for which a statement of use has not been filed with and accepted by (but only until such statement is filed with and accepted by) the U.S. Patent and Trademark Office) and no security interest is granted in any Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

<u>Grantor Remains Liable</u>. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

<u>Counterparts</u>. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

C-4 ANALYTICS, LLC, as Grantor

By: Mw S My Name: William Hollyer

Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED as of the date first above written:

CRESCENT AGENCY SERVICES LLC, as Agent

By:

Name: Brady Hahn

Title: Managing Director

Ву:

Name: Kyle Anderson

Title: Senior Vice President

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# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

## REGISTERED TRADEMARKS

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Owner
C-4 ANALYTICS	87079325/5150064	21-Jun-16	28-Feb-17	C-4 Analytics, LLC

TRADEMARK APPLICATIONS

None.

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**RECORDED: 05/14/2024**