

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Podium Data, Inc.		08/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5325791	LIKE NEVER BEFORE	
Registration Number:	5391345	PODIUM	
Registration Number:	4745227	PODIUM DATA	
Registration Number:	5444527	PODIUM DATA MARKETPLACE	
Registration Number:	4852095	PODIUM: BIG DATA MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049270-0088		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/26/2018		
Total Attachments: 5			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of August 23, 2018 is made by the person signatory hereto (the “**Grantor**”), in favor of MORGAN STANLEY SENIOR FUNDING, INC. (“**Morgan Stanley**”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 26, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among PROJECT ALPHA INTERMEDIATE II HOLDING, INC., a Delaware corporation (“**Parent**”), its Subsidiaries signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, PROJECT ALPHA INTERMEDIATE HOLDING, INC., a Delaware corporation (the “**Borrower**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and MORGAN STANLEY, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered the Security Pledge Agreement, dated as of April 26, 2017, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”) or a joinder thereto;

WHEREAS, pursuant to the Security Pledge Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower and the Letter of Credit Issuer to issue Letters of Credit pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

2. SECTION 2. Grant of Security Interest. The Grantor hereby grants, pledges and collaterally assigns a security interest in all of Grantor's right, title and interest in, to and under (a) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, (b) all common-law rights related thereto, (c) the right to obtain all renewals thereof, (d) all rights to sue at law or in equity for any past, present or future infringement, dilution, or other impairment thereof, (e) all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other impairments thereof, (f) the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and (f) all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any "intent-to-use" application for a Trademark registration shall not be deemed Collateral or Trademark Collateral prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, but only to the extent, if any, and only during the period, if any, in which, the grant of a security interest therein would invalidate or render unenforceable any registration issuing from such application under applicable federal law.

3. SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

5. SECTION 5. Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

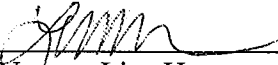
PODIUM DATA, INC.,
a Delaware corporation,
as a Grantor

By: 
Name: Michael Capone
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006422 FRAME: 0621

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:  _____
Name: Lisa Hanson
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
Podium Data, Inc.	LIKE NEVER BEFORE	87328356	08-FEB-2017	5325791	31-OCT-2017
Podium Data, Inc.	PODIUM	87518359	06-JUL-2017	5391345	30-JAN-2018
Podium Data, Inc.	PODIUM DATA	86371282	19-AUG-2014	4745227	26-MAY-2015
Podium Data, Inc.	PODIUM DATA MARKETPLACE	87328369	08-FEB-2017	5444527	10-APR-2018
Podium Data, Inc.	PODIUM: BIG DATA MANAGEMENT	86296557	30-MAY-2014	4852095	10-NOV-2015