

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553630

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement Supplement - First Lien		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
J.D. Power		12/16/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent		
<b>Street Address:</b>	200 Vesey Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10281		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4220779	DUAL BLIND ATTRIBUTION	
<b>Registration Number:</b>	2478721	E-VALUATOR	
<b>Registration Number:</b>	3401240	INTEGRITY INDEPENDENCE IMPACT	
<b>Registration Number:</b>	2486839	J.D. POWER	
<b>Registration Number:</b>	1619003	J.D. POWER AND ASSOCIATES	
<b>Registration Number:</b>	3367958	J.D. POWER AND ASSOCIATES 1 CUSTOMER SAT	
<b>Registration Number:</b>	3367957	J.D. POWER AND ASSOCIATES CUSTOMER SATIS	
<b>Registration Number:</b>	5129619	J.D. POWER VOX	
<b>Registration Number:</b>	4169488	O2O	
<b>Registration Number:</b>	3267366	PIN EXPLORER	
<b>Registration Number:</b>	3322294	PIN NAVIGATOR	
<b>Registration Number:</b>	1918293	POWER INFORMATION NETWORK	
<b>Registration Number:</b>	3267370	POWERDEALER	
<b>Registration Number:</b>	1787607	POWERGRAM	
<b>Registration Number:</b>	2389394	JDPOWER.COM	
<b>Registration Number:</b>	4169487	KORRELATE	
<b>Serial Number:</b>	88178302	PIN	
<b>Serial Number:</b>	88258903	TRUTH THAT TRANSFORMS	

CH \$465.00 4220779

**CORRESPONDENCE DATA****Fax Number:** 2127514864*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:** 212-906-1216**Email:** angela.amaru@lw.com**Correspondent Name:** LATHAM & WATKINS LLP C/O ANGELA M. AMARU**Address Line 1:** 885 THIRD AVENUE**Address Line 4:** NEW YORK, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 045777-0133**NAME OF SUBMITTER:** Angela M. Amaru**SIGNATURE:** /s/ Angela M. Amaru**DATE SIGNED:** 12/17/2019**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (“*IP Security Agreement Supplement*”) dated December 16, 2019, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of ROYAL BANK OF CANADA (“*Royal Bank*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Amended Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Amended Credit Agreement referred to below).

WHEREAS, BOOST INTERMEDIATE HOLDINGS II, LLC, a Delaware limited liability company (“*Holdings*”), PROJECT BOOST PURCHASER, LLC, a Delaware limited liability company (“*Borrower*”), each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Royal Bank, as administrative agent and Collateral Agent, entered into that certain First Incremental Amendment to Senior Secured First Lien Credit Agreement, dated as of the date hereof (the “*Amendment*”) and that certain Senior Secured First Lien Credit Agreement, dated as of May 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”, and as amended by the Amendment, the “*Amended Credit Agreement*”). Terms defined in the Amended Credit Agreement and not otherwise defined herein are used herein as defined in the Amended Credit Agreement or, if not defined therein, as defined in the Security Agreement (as supplemented by the Security Agreement Supplement) referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement, dated as of May 30, 2019 made by the grantors party thereto from time to time to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement, dated as of May 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, the Grantor has executed and delivered that certain First Lien Security Agreement Supplement, dated as of the date hereof (the “*Security Agreement Supplement*”), and under the terms of the Security Agreement (as supplemented by the Security Agreement Supplement), the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, *inter alia*, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the Grantor’s right, title and interest in and to the following, except for any Excluded Property,

whether now existing or hereafter arising or acquired from time to time (the “*Additional Collateral*”):

The Trademark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby;

(i) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(ii) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, and the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and injunctive relief; and

(iii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement Schedules. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of 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. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement (as supplemented by the Security Agreement Supplement). The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement (as supplemented by the Security Agreement Supplement), the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement Supplement and the Security Agreement (as supplemented by

the Security Agreement Supplement), the Security Agreement (as supplemented by the Security Agreement Supplement) shall control.

SECTION 7. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Amended Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

**J.D. POWER**

By:   
Name: David Habiger  
Title: Chief Executive Officer

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[Signature Page to First Lien Trademark Security Agreement]

Acknowledged by:

ROYAL BANK OF CANADA, as Collateral Agent

By: 

Name: Susan Knocher  
Title: Manager, Agency

[Signature Page to First Lien Trademark Security Agreement]

Schedule A

Trademark registrations and applications

<b>Owner</b>	<b>Mark</b>	<b>Registration #</b>	<b>Country</b>
J.D. Power	DUAL BLIND ATTRIBUTION	4220779	USA
J.D. Power	E-VALUATOR	2478721	USA
J.D. Power	INTEGRITY INDEPENDENCE IMPACT	3401240	USA
J.D. Power	J.D. POWER	2486839	USA
J.D. Power	J.D. POWER AND ASSOCIATES	1619003	USA
J.D. Power	J.D. POWER AND ASSOCIATES 1 CUSTOMER SATISFACTION SINCE 1968 THE VOICE OF THE CUSTOMER (Trophy Design)	3367958	USA
J.D. Power	J.D. POWER AND ASSOCIATES CUSTOMER SATISFACTION SINCE 1968 THE VOICE OF THE CUSTOMER (Trophy Design)	3367957	USA
J.D. Power	J.D. POWER VOX	5129619	USA
J.D. Power	O2O	4169488	USA
J.D. Power	PIN	App. No. 88/178302	USA
J.D. Power	PIN EXPLORER	3267366	USA
J.D. Power	PIN NAVIGATOR	3322294	USA
J.D. Power	POWER INFORMATION NETWORK	1918293	USA
J.D. Power	POWERDEALER	3267370	USA
J.D. Power	POWERGRAM	1787607	USA
J.D. Power	TRUTH THAT TRANSFORMS	App. No. 88/258903	USA
J.D. Power	JDPOWER.COM	2389394	USA
J.D. Power	KORRELATE	4169487	USA