

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cision US Inc.		06/10/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a Canadian Chartered Bank acting through its Chicago Branch: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4494273	POWER YOUR STORY	
Registration Number:	3380503	DELAHAYE	
Registration Number:	3380504	DELAHAYE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207545-57		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	06/10/2014		
Total Attachments: 7			
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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time (this "Agreement") dated as of June 10, 2014 (the "Closing Date"), is made among CISION US INC., a Delaware corporation (the "Borrower" and the "Grantor") in favor of BANK OF MONTREAL, as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

WHEREAS, the Borrower, Ursula Holding Corp., each lender from time to time party thereto (the "Lenders") and Administrative Agent have entered into the Credit Agreement dated as of June 10, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Intellectual Property Security Agreement dated as of June 10, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") in order to induce the Lenders to extend credit, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into the Secured Hedge Agreements and the Cash Management Banks to enter into arrangements relating to Cash Management Obligations.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the Patents (as defined in the Intellectual Property Security Agreement) set forth on Schedule A hereto;

(b) the Trademarks (as defined in the Intellectual Property Security Agreement) set forth on Schedule B hereto; and

(c) the Copyrights (as defined in the Intellectual Property Security Agreement) set forth on Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this Agreement secures the payment of all Secured Obligations of Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. 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 and the United States Copyright Office. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement 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 5. Grants Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

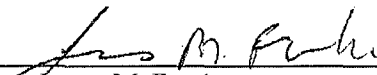
SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CISION US INC.,
as a Grantor

By: 
Name: James M. Franke
Title: Secretary

BANK OF MONTREAL,
as Administrative Agent

By: Paul Pai
Name: Paul Pai
Title: Director

SCHEDULE A
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Intellectual Property

U.S. Patents and Patent Applications

None.

SCHEDULE B
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

U.S. Trademark Registrations and Trademark Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Jurisdiction	Owner
PR RECALL	85929162	5/10/13	N/A	N/A	Pending (Intent to Use)	U.S.	Cision US Inc.
POWER YOUR STORY	85576996	3/22/12	N/A	N/A	Published (Pending) (Intent to Use)	U.S.	Cision US Inc.
POWER YOUR STORY	85981024	3/22/12	4494273	3/11/14	Registered	U.S.	Cision US Inc.
DELAHAYE	77132894	3/16/07	3380503	2/12/08	Registered	U.S.	Cision US Inc.
DELAHAYE	77132896	3/16/07	3380504	2/12/08	Registered	U.S.	Cision US Inc.

SCHEDULE C
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

U.S. Copyright Registrations and Copyright Applications

None.