

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366452

|   |                                       |                       |                         |
|---|---------------------------------------|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                        |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                     |                       |                         |
| <b>CONVEYING PARTY DATA</b>   |                                       |                       |                         |
| <b>Name</b>   | <b>Formerly</b>                       | <b>Execution Date</b> | <b>Entity Type</b>      |
| GRANICUS, INC.  |                                       | 12/18/2015            | CORPORATION: CALIFORNIA |
| GRANICUS HOLDINGS, INC.   |                                       | 12/18/2015            | CORPORATION: DELAWARE   |
| <b>RECEIVING PARTY DATA</b>   |                                       |                       |                         |
| <b>Name:</b>  | THL CORPORATE FINANCE, INC., AS AGENT |                       |                         |
| <b>Street Address:</b>  | 100 FEDERAL STREET                    |                       |                         |
| <b>Internal Address:</b>  | 31ST FLOOR                            |                       |                         |
| <b>City:</b>  | BOSTON                                |                       |                         |
| <b>State/Country:</b>   | MASSACHUSETTS                         |                       |                         |
| <b>Postal Code:</b>   | 02110                                 |                       |                         |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE                 |                       |                         |
| <b>PROPERTY NUMBERS Total: 7</b>  |                                       |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                         | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 4684738                               | SPEAKUP               |                         |
| <b>Registration Number:</b>   | 4216427                               | GRANICUS              |                         |
| <b>Registration Number:</b>   | 4066128                               | ILEGISLATE            |                         |
| <b>Registration Number:</b>   | 3797586                               | MEDIA VAULT           |                         |
| <b>Registration Number:</b>   | 3813635                               | AICMS                 |                         |
| <b>Registration Number:</b>   | 4025409                               | EUNIVERSA             |                         |
| <b>Registration Number:</b>   | 3863330                               | ROAM                  |                         |
| <b>CORRESPONDENCE DATA</b>  |                                       |                       |                         |
| <b>Fax Number:</b>  | 3105572193                            |                       |                         |
| <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> |                                       |                       |                         |
| <b>Phone:</b>   | 310-557-2900                          |                       |                         |
| <b>Email:</b>   | klathrop@proskauer.com                |                       |                         |
| <b>Correspondent Name:</b>  | PROSKAUER ROSE LLP                    |                       |                         |
| <b>Address Line 1:</b>  | 2049 CENTURY PARK EAST, SUITE 3200    |                       |                         |
| <b>Address Line 2:</b>  | C/O KIMBERLEY A. LATHROP              |                       |                         |
| <b>Address Line 4:</b>  | LOS ANGELES, CALIFORNIA 90067         |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 73675.081                             |                       |                         |

CH \$190.00 4684738

|  |                        |
|--|------------------------|
| <b>NAME OF SUBMITTER:</b>  | Kimberley A, Lathrop   |
| <b>SIGNATURE:</b>  | /Kimberley A. Lathrop/ |
| <b>DATE SIGNED:</b>  | 12/18/2015             |
| <b>Total Attachments: 7</b><br>source=Trademark Security Agreement (executed 12_18_15)#page1.tif<br>source=Trademark Security Agreement (executed 12_18_15)#page2.tif<br>source=Trademark Security Agreement (executed 12_18_15)#page3.tif<br>source=Trademark Security Agreement (executed 12_18_15)#page4.tif<br>source=Trademark Security Agreement (executed 12_18_15)#page5.tif<br>source=Trademark Security Agreement (executed 12_18_15)#page6.tif<br>source=Trademark Security Agreement (executed 12_18_15)#page7.tif |                        |

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 18th day of December, 2015, among GRANICUS, INC., a California corporation ("Granicus"), GRANICUS HOLDINGS, INC., a Delaware corporation ("Holdings"), and together with Granicus, collectively, jointly and severally, "Grantors" and each individually "Grantor", and THL CORPORATE FINANCE, INC., a Delaware corporation, in its capacity as administrative agent and collateral agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Term Loan and Security Agreement dated as of December 18, 2015 (together with exhibits and schedules thereto, in each case, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Granicus (together with each other Person from time to time party thereto as a Borrower, and all of their respective permitted successors and assigns, collectively, "Borrowers" and each a "Borrower"), Holdings, as parent of the Borrowers, each other Loan Party from time to time party thereto, the lenders from time to time party thereto (collectively, the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of December 18, 2015 (together with exhibits thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Grantor Security Agreement") among Holdings and Agent, Holdings agreed to grant to Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a continuing security interest (subject to the Intercreditor Agreement, as defined in the Credit Agreement) in and second priority lien on all of Holdings' Collateral (as defined in the Credit Agreement);

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and second priority Lien on (subject to the Intercreditor Agreement) all of such Grantor's Collateral, including all right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT; GRANTOR SECURITY AGREEMENT. The continuing security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the continuing security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement and the Grantor Security Agreement, as applicable. Each Grantor hereby acknowledges and affirms 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 Credit Agreement or the Grantor Security Agreement, as applicable. The terms and provisions of the Credit Agreement or the Grantor Security Agreement, as may be applicable to any Grantor, are incorporated by reference herein *mutatis mutandis* as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with the terms of the Credit Agreement or the Grantor Security Agreement, as applicable, the terms of the Credit Agreement or the Grantor Security Agreement, as applicable, shall control unless Agent otherwise determines.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall create or obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally (but Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this

Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the indefeasible repayment in full in cash (and cash collateralization of Asserted Indemnification Claims in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

9. OTHER DOCUMENT. This Trademark Security Agreement is an Other Document for all purposes under the Credit Agreement.

10. INCORPORATION. The provisions of Article XII (Waivers and Judicial Proceedings), Section 16.5 (Indemnity), Section 16.6 (Notice), Section 16.8 (Severability), Section 16.9 (Expenses), Section 16.11 (Consequential Damages), Section 16.12 (Captions) and Section 16.14 (Construction) of the Credit Agreement are incorporated herein by reference *mutatis mutandis* with the same force and effect as if expressly written herein.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, each 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.

GRANTORS:

GRANICUS, INC.,  
a California corporation

By:   
Name: Zald Haddad  
Title: Chief Financial Officer:

GRANICUS HOLDINGS, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Taylor Beaupain  
Title: President

IN WITNESS WHEREOF, each 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.

GRANTORS:

GRANICUS, INC.,  
a California corporation

By: \_\_\_\_\_  
Name: Zaid Haddad  
Title: Chief Financial Officer:

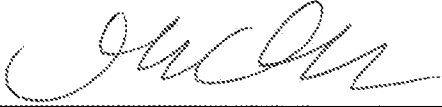
GRANICUS HOLDINGS, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Taylor Beaupain  
Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND  
ACKNOWLEDGED BY:

THL CORPORATE FINANCE, INC.,  
as Agent

By:   
\_\_\_\_\_


Name: Terrence W. Olson

Title: Chief Financial Officer



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

| <b>Grantor</b> | <b>Country</b> | <b>Description of Trademark</b>   | <b>Application/<br/>Registration Number</b> | <b>Application/<br/>Registration Date</b> |
|----------------|----------------|---|---|---|
| Granicus, Inc. | USA            | SPEAKUP   | 4684738                                     | February 10, 2015                         |
| Granicus, Inc. | USA            | GRANICUS  | 4216427                                     | October 2, 2012                           |
| Granicus, Inc. | USA            | ILEGISLATE  | 4066128                                     | December 6, 2011                          |
| Granicus, Inc. | USA            | MEDIA VAULT   | 3797586                                     | June 1, 2010                              |
| Granicus, Inc. | USA            | AICMS   | 3813635                                     | July 6, 2010                              |
| Granicus, Inc. | USA            | EUNIVERSA   | 4025409                                     | September 13, 2011                        |
| Granicus, Inc. | USA            |  | 3863330                                     | October 19, 2010                          |

Licenses

None.