

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376592

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harte Hanks, Inc.		03/10/2016	Corporation: DELAWARE
Trillium Software, INC.		03/10/2016	Corporation: DELAWARE
Harte-Hanks Direct, Inc.		03/10/2016	Corporation: NEW YORK
Harte-Hanks Direct Marketing/Kansas City, LLC		03/10/2016	Limited Liability Company: DELAWARE
Sales Support Services, Inc.		03/10/2016	Corporation: NEW JERSEY
3Q Digital, Inc.		03/10/2016	Corporation: DELAWARE
Harte-Hanks Data Services LLC		03/10/2016	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	1100 Abernathy Rd.
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4452119	TRUE HEALTH AND WELLNESS
Registration Number:	4314843	WE MAKE BRANDS PERSONAL
Registration Number:	4221651	PRETRAK
Registration Number:	4056191	MOMENTIUM
Registration Number:	4249482	ALLINK
Registration Number:	4154645	TRILLIUMAPPS
Registration Number:	3320127	ADQ DIRECT
Registration Number:	3172720	ADVANCED DATA QUALITY
Registration Number:	3967247	THE AGENCY INSIDE
Registration Number:	3800527	INSIGHT. PASSION. RESULTS.
Registration Number:	2671358	TRILLIUM SOFTWARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2550481	ALLINK
Registration Number:	2439475	POSTFUTURE
Registration Number:	2150450	HARTE HANKS
Registration Number:	1903431	TRILLIUM SOFTWARE SYSTEM
Registration Number:	1869882	DIMARK
Registration Number:	1201476	SPEED GRAM
Registration Number:	4622226	3Q DIGITAL
Registration Number:	4610939	INTENDED
Registration Number:	1620310	ACTION INQUIRY
Registration Number:	1626232	ACTION INQUIRY
Registration Number:	3308244	TS QUALITY
Registration Number:	2152012	HARTE HANKS
Serial Number:	86794616	DATA REFINERY
Serial Number:	86828631	TOTAL CUSTOMER DISCOVERY

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: 312-863-7141

Email: kristen.thomas@goldbergkohn.com

Correspondent Name: Kristen Thomas, Paralegal

Address Line 1: c/o Goldberg Kohn, Ltd. 55 East Monroe

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.470

NAME OF SUBMITTER: Kristen Thomas

SIGNATURE: /kristenthomas/

DATE SIGNED: 03/14/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of March, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 10, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Harte Hanks, Inc., a Delaware corporation ("Harte Hanks") and Trillium Software, Inc., a Delaware corporation ("Trillium"; together with Harte Hanks, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders", Wells Fargo Bank, National Association, a national banking association ("Wells Fargo"), as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), Wells Fargo Bank, National Association, a national banking association, as sole lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Sole Lead Arranger"), and Wells Fargo Bank, National Association, a national banking association, as sole book runner (in such capacity, together with its successors and assigns in such capacity, the "Sole Book Runner"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 10, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not

defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers 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. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of 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 renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

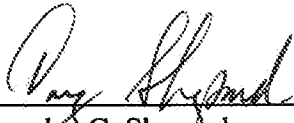
7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**HARTE HANKS, INC.
TRILLIUM SOFTWARE, INC.
HARTE-HANKS DIRECT, INC.
HARTE-HANKS DIRECT
MARKETING/KANSAS CITY, LLC
SALES SUPPORT SERVICES, INC.
3Q DIGITAL, INC.
HARTE-HANKS DATA SERVICES LLC**

By: 
Name: Douglas C. Shepard
Title: Authorized Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HARTE HANKS, INC.
TRILLIUM SOFTWARE, INC.
HARTE-HANKS DIRECT, INC.
HARTE-HANKS DIRECT
MARKETING/KANSAS CITY, LLC
SALES SUPPORT SERVICES, INC.
3Q DIGITAL, INC.
HARTE-HANKS DATA SERVICES LLC

By: _____

Name: Douglas C. Shepard

Title: Authorized Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By:  _____

Name: Samantha Alexander

Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

OWNER	REGISTRATION NUMBER	TRADEMARK
Harte Hanks, Inc.	4452119	True Health and Wellness
Harte Hanks, Inc.	4314843	We Make Brands Personal
Harte Hanks, Inc.	4221651	Pretrak
Harte Hanks, Inc.	4056191	Momentum
Trillium Software, Inc.	4249482	Allink
Harte-Hanks Data Technologies, Inc.	4154645	Trilliumapps
Trillium Software, Inc.	3320127	ADQ Direct
Harte-Hanks Data Services LLC	3172720	Advanced Data Quality
Harte Hanks, Inc.	3967247	The Agency Inside
Harte Hanks, Inc.	3800527	Insight. Passion. Results.
Trillium Software, Inc.	2671358	Trillium Software
Trillium Software, Inc.	2550481	Allink
Harte-Hanks Direct, Inc.	2439475	Postfuture
Harte Hanks, Inc.	2150450	Harte Hanks
Trillium Software, Inc.	1903431	Trillium Software System
Harte-Hanks Direct, Inc.	1869882	Dimark
Harte-Hanks Direct Marketing/Kansas City, Inc.	1201476	Speed Gram
3Q Digital, LLC	4622226	3Q Digital
3Q Digital, LLC	4610939	Intended
Sales Support Services, Inc.	1620310	Action Inquiry
Sales Support Services, Inc.	1626232	Action Inquiry
Trillium Software, Inc.	3308244	TS Quality
Harte Hanks, Inc.	2152012	HARTE HANKS design

Trademark Applications

OWNER	APPLICATION NUMBER	TRADEMARK
Harte Hanks, Inc.	86794616	Data Refinery
Harte Hanks, Inc.	86118883	HARTE HANKS squares design
Harte Hanks, Inc.	86106660	Connections Made. Impact Delivered.
Harte Hanks, Inc.	86828631	Total Customer Discovery