

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379505

<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>
SIRIUSDECISIONS, INC.		03/31/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 W. SIX MILE ROAD		
<b>Internal Address:</b>	MC 7512		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4867232	SIRIUSPERSPECTIVES	
<b>Registration Number:</b>	4867230	SIRIUSINDEX	
<b>Registration Number:</b>	4837447	SIRIUSDECISIONS INTELLIGENT GROWTH	
<b>Registration Number:</b>	4822953	SIRIUSDECISIONS	
<b>Registration Number:</b>	4809044	SIRIUSINDEX	
<b>Registration Number:</b>	4558772	DEMAND WATERFALL	
<b>Registration Number:</b>	4254020	SIRIUSPERSPECTIVES	
<b>Registration Number:</b>	4254019	SIRIUSDECISIONS	
<b>Registration Number:</b>	4250177	EXECUTIVE EDGE: CMO	
<b>Registration Number:</b>	4253683	SIRIUSDECISIONS	
<b>Serial Number:</b>	86370350	MESSAGING NAUTILUS	
<b>Serial Number:</b>	86716520	SIRIUSDECISIONS	
<b>Serial Number:</b>	86716462	SIRIUSDECISIONS	
<b>Serial Number:</b>	86780383	SIRIUSDECISIONS MARKETPLACE	
<b>Serial Number:</b>	86622409	SIRIUSPATHWAYS	
<b>Serial Number:</b>	86745652	SIRIUSDECISIONS INTELLIGENT GROWTH	
<b>Serial Number:</b>	86745556	SIRIUSDECISIONS INTELLIGENT GROWTH	
<b>Serial Number:</b>	85972554	SIRIUSTOOLS	

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Property Type	Number	Word Mark
Serial Number:	85941585	SIRIUSCONSULTING
Serial Number:	85738999	SIRIUSEVENTS
Serial Number:	85951318	SIRIUS ADVISORS

**CORRESPONDENCE DATA**

**Fax Number:** 8585506420

*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:** 858-550-6433

**Email:** jmfitzpatrick@cooley.com

**Correspondent Name:** JENNIFER FITZPATRICK

**Address Line 1:** c/o COOLEY LLP

**Address Line 2:** 4401 EASTGATE MALL

**Address Line 4:** SAN DIEGO, CALIFORNIA 92121

<b>ATTORNEY DOCKET NUMBER:</b>	036703-1783 SIRIUSDECSNS
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/
<b>DATE SIGNED:</b>	04/05/2016

**Total Attachments: 6**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 31, 2016 by and between COMERICA BANK ("Bank") and SIRIUSDECISIONS, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

187 Danbury Road  
Wilton, CT 06897

Attn: Chief Executive Officer

**SIRIUSDECISIONS, INC.**

By: MARTIN TEL  
Title: CEO

**BANK:**

Address of Bank:

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152

Attn: Livonia Operations Center

**COMERICA BANK**

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

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

187 Danbury Road  
Wilton, CT 06897

Attn: Chief Executive Officer

**SIRIUSDECISIONS, INC.**

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

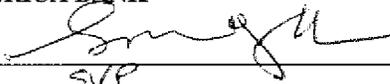
**BANK:**

Address of Bank:

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152

Attn: Livonia Operations Center

**COMERICA BANK**

By:  \_\_\_\_\_  
Title: SVP

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
The SiriusDecisions Messaging Nautilus Workbook	Pending	Pending

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
Method and System for Assessing Business-To-Business Sales and Marketing Performance Data	13/894,701	05/15/13
Method and System for Assessing Business-To-Business Sales and Marketing Performance Data	PCT/US13/41283	05/16/13
Systems and Methods for Development of Audience-Centric Messaging Templates and Message Content for Use in Business-To-Business Sales and Marketing	14/855,445	09/16/15

**EXHIBIT C****Trademarks**

<b>Description</b>	<b>Registration/ Serial Number</b>	<b>Registration/ Application Date</b>
SIRIUSPERSPECTIVES	4,867,232	12/08/15
SIRIUSINDEX	4,867,230	12/08/15
MESSAGING NAUTILUS	86/370,350	08/19/14
SIRIUSDECISIONS	86/716,520	08/06/15
SIRIUSDECISIONS	86/716,462	08/06/15
SIRIUSDECISIONS INTELLIGENT GROWTH	4,837,447	10/20/15
SIRIUSDECISIONS MARKETPLACE	86/780,383	10/07/15
SIRIUSDECISIONS	4,822,953	09/29/15
SIRIUSPATHWAYS	86/622,409	05/07/15
SIRIUSDECISIONS INTELLIGENT GROWTH	86/745,652	09/02/15
SIRIUSDECISIONS INTELLIGENT GROWTH	86/745,556	09/02/15
SIRIUSINDEX	4,809,044	09/08/15
SIRIUSTOOLS	85/972,554	06/28/13
SIRIUSCONSULTING	85/941,585	05/24/13
SIRIUSEVENTS	85/738,999	09/26/12
SIRIUS ADVISORS	85/951,318	06/05/13
DEMAND WATERFALL	4,558,772	07/01/14
SIRIUSPERSPECTIVES	4,254,020	12/04/12
SIRIUSDECISIONS	4,254,019	12/04/12
EXECUTIVE EDGE: CMO	4,250,177	11/27/12
SIRIUSDECISIONS	4,253,683	12/04/12

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