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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM388585

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement	
SEQUENCE:	1	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CISION US INC.		06/16/2016	Corporation: DELAWARE
ICONTACT LLC		06/16/2016	Limited Liability Company: DELAWARE
PR NEWSWIRE ASSOCIATION LLC		06/16/2016	Limited Liability Company: DELAWARE
VOCUS NM LLC		06/16/2016	Limited Liability Company: MARYLAND
VOCUS PRW HOLDINGS LLC		06/16/2016	Limited Liability Company: MARYLAND
VOCUS SOCIAL MEDIA LLC		06/16/2016	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	4632895	BUYING SIGNALS
Registration Number:	4635371	DEMAND SUCCESS
Registration Number:	4313482	ENGAGE OPPORTUNITY EVERYWHERE
Registration Number:	3830240	HARO
Registration Number:	3830241	HELP A REPORTER OUT
Registration Number:	4202433	HUMAN INTENT
Registration Number:	3891742	ICONTACT
Registration Number:	3884692	ICONTACT
Registration Number:	3219583	I-CONTACT
Registration Number:	4222333	IREACH

TRADEMARK

REEL: 005817 FRAME: 0312

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Property Type	Number	Word Mark
Registration Number:	2547380	MEDIATLAS
Registration Number:	2914126	MULTIVU
Registration Number:	4066042	NORTH SOCIAL
Registration Number:	4351969	PR NEWSWIRE
Registration Number:	2705913	PR NEWSWIRE
Registration Number:	2348573	PRNEWSFOTOS
Registration Number:	1868741	PROFNET
Registration Number:	4578335	PRWEB
Registration Number:	2765196	RELEASEWATCH
Registration Number:	3816570	TRUREPUTATION
Registration Number:	4806733	V
Registration Number:	4806732	VINTAGE
Registration Number:	4135477	VIRALHEAT
Registration Number:	4069575	VISIBLE
Registration Number:	4656015	VISIBLE
Registration Number:	4061029	VISIBLE INTELLIGENCE
Registration Number:	4069576	VISIBLE TECHNOLOGIES
Registration Number:	4617498	VOCUS
Registration Number:	3380503	DELAHAYE
Registration Number:	3380504	DELAHAYE
Registration Number:	4851540	POWER YOUR STORY
Registration Number:	4494273	POWER YOUR STORY
Serial Number:	86388619	MEDIAMAP
Serial Number:	86388620	BACON'S
Serial Number:	86750906	POWER YOUR STORY
Serial Number:	86815294	COMMUNICATIONS CLOUD
Serial Number:	85958030	PRN GLOBAL
Serial Number:	86668086	SHAPE THE CONVERSATION

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130 Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F163831
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED: 06/20/2016	
Total Attachments: 6 source=#88519004v1 - (First Lien Tra	ademark Security Agreement)#page3.tif

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TRADEMARK SECURITY AGREEMENT, dated as of June 16, 2016 (this "<u>Agreement</u>"), among Cision US Inc., PR Newswire Association LLC, Vocus NM LLC, iContact LLC, Vocus PRW Holdings LLC and Vocus Social Media LLC (each, a "<u>Grantor</u>," and collectively, the "<u>Grantors</u>") and Deutsche Bank AG New York Branch, as collateral agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is made to (a) the First Lien Credit Agreement dated as of June 16, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among GTCR Valor Companies, Inc., a Delaware corporation (the "Borrower"), Canyon Companies S.à r.l., a private limited liability company (société à responsabilité limitée) organized and established under the laws of Luxembourg having its registered office at 6D, route de Trèves, L-2633 Senningerberg, Grand-Duchy of Luxembourg, with a share capital of twenty thousand and ten United States Dollars (\$20,010) and registered with the Luxembourg Register of Commerce and Companies under number B 187.216 ("Holdings"), Canyon Group S.à r.l., a private limited liability company (société à responsabilité limitée) organized and established under the laws of Luxembourg having its registered office at 6D, route de Trèves, L-2633 Senningerberg, Grand-Duchy of Luxembourg, with a share capital of twenty thousand United States Dollars (\$20,000) and registered with the Luxembourg Register of Commerce and Companies under number B 202.299 ("Intermediate Lux Holdings"), GTCR Valor Holdings Inc., a Delaware corporation ("Intermediate U.S. Holdings"), the Lenders and Issuing Banks from time to time party thereto and Deutsche Bank AG New York Branch, as Administrative Agent and (b) the First Lien Collateral Agreement dated of June 16, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among Intermediate Lux Holdings, Intermediate U.S. Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an

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"Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. <u>Termination</u>. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. <u>Collateral Agreement</u>. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CISION US INC.,
iCONTACT LLC;
PR NEWSWIRE ASSOCIATION LLC;
VOCUS NM LLC;
VOCUS PRW HOLDINGS LLC; and
VOCUS SOCIAL MEDIA LLC,
each as a Grantor

By:

Name: Peter Granat

Title: Chief Executive Officer

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent

By: Name:

mea Tritan

Title:

Managing Director

By: Name:

Title:

Benjamin Souh Vice President

[Signature Page First Lien Trademark Security Agreement]

Schedule I Trademark Registrations and Applications

Trademark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date 11/4/2014	
BUYING SIGNALS	CISION US INC.	4632895		
DEMAND SUCCESS	CISION US INC.	4635371	11/11/2014	
ENGAGE OPPORTUNITY EVERYWHERE	PR NEWSWIRE ASSOCIATION LLC	4313482	4/2/2013	
HARO	CISION US INC.	3830240	8/10/2010	
HELP A REPORTER OUT	CISION US INC.	3830241	8/10/2010	
HUMAN INTENT	VOCUS NM LLC	4202433	9/4/2012	
ICONTACT (DESIGN)	ICONTACT LLC	3891742	12/21/2010	
ICONTACT	ICONTACT LLC	3884692	12/7/2010	
ICONTACT	ICONTACT LLC	3219583	3/20/2007	
iREACH	PR NEWSWIRE ASSOCIATION LLC	4222333	10/9/2012	
MEDIATLAS	PR NEWSWIRE ASSOCIATION LLC	2547380	3/12/2002	
MULTIVU	PR NEWSWIRE ASSOCIATION LLC	2914126	12/28/2004	
NORTH SOCIAL	VOCUS SOCIAL MEDIA LLC	4066042	12/6/2011	
PR NEWSWIRE	PR NEWSWIRE ASSOCIATION LLC	4351969	6/18/2013	
PR NEWSWIRE	PR NEWSWIRE ASSOCIATION LLC	2705913	4/15/2003	
PRNEWSFOTOS	PR NEWSWIRE ASSOCIATION LLC	2348573	5/9/2000	
PROFNET	PR NEWSWIRE ASSOCIATION LLC	1868741	12/20/1994	
PRWEB	VOCUS PRW HOLDINGS LLC	4578335	8/5/2014	
RELEASEWATCH	PR NEWSWIRE ASSOCIATION LLC	2765196	9/16/2003	
TRUREPUTATION	CISION US INC.	3816570	7/13/2010	
V LOGO	PR NEWSWIRE ASSOCIATION LLC	4806733	9/8/2015	
VINTAGE	PR NEWSWIRE ASSOCIATION LLC	4806732	9/8/2015	
VIRALHEAT	VOCUS NM LLC	4135477	5/1/2012	
VISIBLE	CISION US INC.	4069575	12/13/2011	
VISIBLE	CISION US INC.	4656015	12/16/2014	

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Trademark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
VISIBLE INTELLIGENCE	CISION US INC.	4061029	11/22/2011
VISIBLE TECHNOLOGIES	CISION US INC.	4069576	12/13/2011
VOCUS	CISION US INC.	4617498	10/7/2014
DELAHAYE	CISION US INC.	3380503	02/12/2008
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POWER YOUR STORY	CISION US INC.	4851540	11/10/2015
POWER YOUR STORY	CISION US INC.	4494273	03/11/2014
MEDIAMAP	CISION US INC.	86388619	09/08/2014
BACON'S	CISION US INC.	86388620	09/08/2014
POWER YOUR STORY	CISION US INC.	86750906	09/09/2015
COMMUNICATIONS CLOUD	CISION US INC.	86815294	11/10/2015
PRN GLOBAL	PR NEWSWIRE ASSOCIATION LLC	85958030	06/12/2013
SHAPE THE CONVERSATION	PR NEWSWIRE ASSOCIATION LLC	86668086	06/19/2015