

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Granicus, Inc.		09/07/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as First Lien Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4684738	SPEAKUP	
Registration Number:	4216427	GRANICUS	
Registration Number:	4066128	ILEGISLATE	
Registration Number:	3797586	MEDIA VAULT	
Registration Number:	3813635	AICMS	
Registration Number:	4025409	EUNIVERSA	
Registration Number:	3863330	ROAM	
Registration Number:	3344032	AMCAD	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0159		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		

OP \$215.00 4684738

DATE SIGNED:	09/07/2016
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Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement dated as of September 7, 2016 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Antares Capital LP ("Antares"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain First Lien Credit Agreement, of even date herewith (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among Wildebeest Merger Sub, Inc., a Delaware corporation ("Merger Sub") and upon consummation of the Closing Date Acquisition, Granicus Holdings, Inc., a Delaware corporation ("Target"), as the successor to Merger Sub by operation of law, and Granicus, Inc., a California corporation ("Granicus", and together with Merger Sub and Target, collectively, the "Borrowers", and each, a "Borrower"), Wildebeest Holdco, LLC, a Delaware limited liability company ("Holdings"), as a guarantor, each of the other guarantors party thereto from time to time, Antares as administrative agent for the Lenders and the Collateral Agent, Antares Holdings LP, as a Lender (including as Swing Line Lender) (in its individual capacity, "Antares Finance"), and the other Lenders.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the

Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

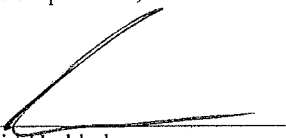
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, the Pledgor and the Collateral Agent have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

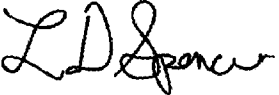
GRANICUS, INC.,
a California corporation,
as Pledgor

By: 
Name: Zaid Haddad
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (First Lien)]

ACCEPTED AND AGREED:

ANTARES CAPITAL LP,
as Collateral Agent

By: 
Name: Lofton D. Spencer
Title: Its Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	SERIAL / REGISTRATION NO.	FILING / REGISTRATION DATE	OWNER OF RECORD	STATUS
SPEAKUP	86/329,654 4,684,738	July 7, 2014 February 10, 2015	Granicus, Inc.	Registered
GRANICUS	85/375,955 4,216,427	July 20, 2011 October 2, 2012	Granicus, Inc.	Registered
ILEGISLATE	85/230,051 4,066,128	January 31, 2011 December 6, 2011	Granicus, Inc.	Registered
MEDIA VAULT	78/557,909 3,797,586	February 1, 2005 June 1, 2010	Granicus, Inc.	Registered
AICMS	77/864,012 3,813,635	November 3, 2009 July 6, 2010	Granicus, Inc.	Registered
EUNIVERSA	85/207,849 4,025,409	December 30, 2010 September 13, 2011	Granicus, Inc.	Registered
ROAM	77/947,065 3,863,330	March 1, 2010 October 19, 2010	Granicus, Inc.	Registered
AMCAD	78/894,743 3,344,032	May 26, 2006 November 27, 2007	Granicus, Inc.	Registered