

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GovDelivery, Inc.		10/18/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4148585	GOVDELIVERY GET THE WORD OUT	
Registration Number:	4044080		
Registration Number:	3904104	GOVDELIVERY	
Registration Number:	4145821	GOVLOOP	
Registration Number:	4145868	GOVUP	
Registration Number:	4141994	NEXT GENERATION OF GOVERNMENT SUMMIT	
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/		
DATE SIGNED:	10/18/2016		
Total Attachments: 8			

OP \$165.00 4148585

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement dated as of October 18, 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 Amended and Restated First Lien Credit Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Granicus, Inc., a California corporation (“Granicus”), the other Borrowers named therein (together with Granicus, collectively, the “Borrowers”, and each, a “Borrower”), Wildebeest Intermediate, 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 Amended and Restated 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.

[Remainder of this page intentionally left blank]

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

GOVDELIVERY, INC.

By: _____

Name: Patrick M. Severson

Title: President

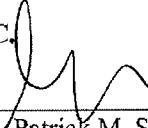
[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005902 FRAME: 0716

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

NUCIVIC INC.

By:


Name: Patrick M. Severson
Title: President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005902 FRAME: 0717

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

GOVDELIVERY, LLC

By: _____

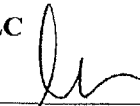
Name: Patrick M. Severson
Title: President

[Signature Page to First Lien Trademark Security Agreement]

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

NUCIVIC, LLC

By: _____

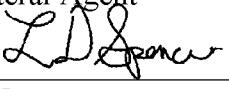

Name: Patrick M. Severson
Title: President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005902 FRAME: 0719

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By: 

Name: Lofton D. Spencer
Title: Duly Authorized Signatory

Schedule 1

MARK	SERIAL / REGISTRATION NO.	FILING / REGISTRATION DATE	OWNER OF RECORD	STATUS
	4,148,585	May 29, 2012	GovDelivery, Inc.	Registered
	4,044,080	October 25, 2011	GovDelivery, Inc.	Registered
GOVDELIVERY	3,904,104	January 11, 2011	GovDelivery, Inc.	Registered
GOVLOOP	4,145,821	May 22, 2012	GovDelivery, Inc.	Registered
GOVUP	4,145,868	May 22, 2012	GovDelivery, Inc.	Registered
NEXT GENERATION OF GOVERNMENT SUMMIT	4,141,994	May 15, 2012	GovDelivery, Inc.	Registered
	4,656,038	December 16, 2014	NuCivic Inc.	Registered
DKAN	4,900,147	February 16, 2016	NuCivic Inc.	Registered

Foreign Trademarks
None.