

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meltwater News International Holdings GMBH		12/19/2016	Company: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3075219	ICEROCKET.COM	
Registration Number:	4080327	MELTWATER	
Serial Number:	86554131	MELTWATER OUTSIDE INSIGHT	
Serial Number:	86822410	OUTSIGHT	
Serial Number:	86923129	SHACK 15	
Serial Number:	86923156	SHACK 15	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
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:	F167311		
NAME OF SUBMITTER:	Laura A. Kenerson		
SIGNATURE:	/Laura A. Kenerson/		

OP \$165.00 3075219

DATE SIGNED:	12/19/2016
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of December 19, 2016, is entered into by the entities listed on the signature page hereto (individually and collectively, the "*Grantor*") and **SILICON VALLEY BANK** (the "*Assignee*"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof, among the Assignee, certain of the Grantors and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), and (ii) that certain Credit Agreement, dated as of the date hereof, by and among **MELTWATER HOLDING B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) registered with the Netherlands commercial register under number 32109376 organized under the laws of the Netherlands ("*Holdings*"), **MELTWATER US HOLDINGS INC.**, a Delaware corporation (the "*Borrower*"), the Lenders party thereto and the Assignee (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*").

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee for the ratable benefit of the Secured Parties a Lien and security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the Lien and security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee for the ratable benefit of the Secured Parties a Lien and security interest in all of Grantor's rights, titles and interests in, to and under the Trademarks and all Proceeds of such Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations provided that this Agreement shall not constitute a grant of a security interest in any Excluded Assets. For the purposes of this Agreement, "*Trademarks*" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise,

and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration of the Trademarks existing as of the date hereof.

(c) The Lien and security interest granted hereby is granted concurrently and in conjunction with the Lien and security interest granted to the Assignee for the ratable benefit of the Secured Parties under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the Lien, security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Grantor Remains Liable

Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks and Trademark Licenses subject to a security interest hereunder.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

**MELTWATER NEWS INTERNATIONAL
HOLDINGS GMBH**

By: 

Name: Michael Joseph Ruggieri

Title: Director

ASSIGNEE:

SILICON VALLEY BANK

By: Michael Willard
Name: Michael Willard
Title: Managing Director

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Meltwater News International Holdings GmbH	United States	Registered	3075219	04 April 2006	09 August 2004	Meltwater News International Holdings GmbH	ICEROCKET.COM http://icerocket.com Registrar is 101domain.com.
Meltwater News International Holdings GmbH	United States	Registered	4080327	03 January 2012	21 February 2007	Meltwater News International Holdings GmbH	MELTWATER

Pending Trademark Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Meltwater News International Holdings GmbH	United States	Pending	79/183458 (1289702 WIPO)	24 August 2015	Meltwater News International Holdings GmbH	Meltwater & Design
Meltwater News International Holdings GmbH	United States	Filed	86/554,131	5 March 2015	Meltwater News International Holdings GmbH	Meltwater Outside Insight & Design
Meltwater News International Holdings GmbH	United States	Published	86/822,410	17 November 2015	Meltwater News International Holdings GmbH	OUTSIGHT
Meltwater News International Holdings GmbH	United States	Published	86/923,129	29 February 2016	Meltwater News International Holdings GmbH	SHACK 15
Meltwater News International Holdings GmbH	United States	Published	86/923,156	29 February 2016	Meltwater News International Holdings GmbH	Shack 15 & Design

Registered Trademarks and Pending Trademark Applications Licensed

None.