

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440145

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEUSTAR, INC.		08/08/2017	Corporation: DELAWARE
MARKETSHARE PARTNERS, LLC		08/08/2017	Limited Liability Company: DELAWARE
NEUSTAR DATA SERVICES, INC.		08/08/2017	Corporation: DELAWARE
NEUSTAR INFORMATION SERVICES, INC.		08/08/2017	Corporation: DELAWARE
NEUSTAR IP INTELLIGENCE, INC.		08/08/2017	Corporation: DELAWARE
ULTRADNS CORPORATION		08/08/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH
Street Address:	600 WASHINGTON BOULEVARD, 9TH FLOOR
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	SWISS BANK: SWITZERLAND

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	5000299	FRAUD ID
Registration Number:	5188970	MARKETSHARE DECISIONCLOUD
Registration Number:	4761430	PLATFORMONE
Registration Number:	4998708	PLATFORMONE
Registration Number:	4669861	STOP GUESSING. START KNOWING.
Registration Number:	4718797	MARKETSHARE
Registration Number:	4718798	MARKETSHARE
Registration Number:	4424895	1 D
Registration Number:	4331304	ACCOUNTLINK
Registration Number:	4362106	CONSUMERREACH
Registration Number:	4293333	PAGEADVISOR
Registration Number:	4358798	IAN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4773396	REAL INTELLIGENCE. BETTER DECISIONS.
Registration Number:	4219628	NEUENTRY
Registration Number:	4731740	NEUENTRY
Registration Number:	4036487	.BIZ
Registration Number:	4102975	BETTER NAME. BETTER RESULTS.
Registration Number:	3996115	INFOZONE
Registration Number:	3872035	NEUSTAR
Registration Number:	3769527	ADADVISOR
Registration Number:	3888229	ON-DEMAND INFORMATION
Registration Number:	3918472	IPAS
Registration Number:	3527090	NEW BUSINESSES ON DEMAND
Registration Number:	3636191	ELEMENTONE
Registration Number:	3573697	DNS ADVANTAGE
Registration Number:	3547679	ELEMENTONE
Registration Number:	3547615	CUSTOMERCOMPLETE
Registration Number:	3547616	CALLERCOMPLETE
Registration Number:	3547618	SECONDAPPROACH
Registration Number:	3578176	ON-DEMAND IDENTIFICATION
Registration Number:	3578177	ON-DEMAND VERIFICATION
Registration Number:	3541072	ITACT
Registration Number:	3343135	NEUSTAR
Registration Number:	3203185	NEW MOVERS ON DEMAND
Registration Number:	3252515	SIP-IX
Registration Number:	3331430	LOCALEZE
Registration Number:	3773538	NEUSTAR
Registration Number:	3035697	NEUSTAR
Registration Number:	3179222	WEBMETRICS
Registration Number:	2912308	TRUSTED TO BRING NETWORKS TOGETHER
Registration Number:	2729224	AMACAI
Registration Number:	2673290	NUMERITRACK
Registration Number:	2659443	TARGUSINFO
Registration Number:	2802768	GEOPOINT
Registration Number:	2628926	ULTRADNS
Registration Number:	2564337	QUOVA
Registration Number:	2525756	NEUSTAR
Registration Number:	2459099	ULTRADNS
Registration Number:	2389344	META IP
Registration Number:	2742250	ONEID

Property Type	Number	Word Mark
Registration Number:	2510765	NUMBERMANAGER
Registration Number:	2196447	ORDERPATH
Registration Number:	2019140	METAINFO

CORRESPONDENCE DATA

Fax Number: 6508385109
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: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: MARIE-ALEXIS VALENTE
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	37051/109
NAME OF SUBMITTER:	MARIE-ALEXIS VALENTE
SIGNATURE:	/MARIE-ALEXIS VALENTE/
DATE SIGNED:	08/22/2017

Total Attachments: 8
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

WHEREAS, NEUSTAR, INC., a Delaware corporation, MARKETSHARE PARTNERS LLC, a Delaware limited liability company, NEUSTAR INFORMATION SERVICES, INC., a Delaware corporation, NEUSTAR DATA SERVICES, INC., a Delaware corporation, ULTRADNS CORPORATION, a Delaware corporation, and NEUSTAR IP INTELLIGENCE, INC., a Delaware corporation (collectively, the “Grantors”), own and use in their businesses, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantors are parties to a Second Lien Security Agreement dated as of August 8, 2017 (as amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantors, the other grantors party thereto and UBS AG, Stamford Branch, as the Collateral Agent for the Secured Parties (in such capacity, the “Collateral Agent”) pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Second Lien Trademark Security Agreement (this “Agreement”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to the Collateral Agent pursuant to the Security Agreement, Grantors hereby grant to the Collateral Agent a security interest in all of Grantors’ right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “Trademark Collateral”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantors, or hereafter adopted and used, in their businesses (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”);
- (ii) all goodwill of such Grantors’ businesses symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral;

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantors do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

This Agreement is subject to the terms and conditions of the First Lien/Second Lien Intercreditor Agreement.

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

NEUSTAR, INC.,
a Delaware corporation

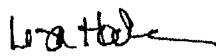
MARKETSHARE PARTNERS, LLC,
a Delaware limited liability company

NEUSTAR DATA SERVICES, INC.,
a Delaware corporation

NEUSTAR INFORMATION SERVICES, INC.,
a Delaware corporation

NEUSTAR IP INTELLIGENCE, INC.,
a Delaware corporation


ULTRADNS CORPORATION,
a Delaware corporation

By: 
Name: Lisa A. Hook
Title: President and Chief Executive Officer

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

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: _____
Title: _____ **Kenneth Chin**
Director
Banking Products Services, US

By: 
Name: _____
Title: _____ **Darlene Arias**
Director

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

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	Status	Owner
FRAUD ID	U.S. Federal	86647839	5000299	06/01/2015	07/12/2016	REGISTERED Supplemental Register	NEUSTAR, INC.
MARKETSHARE DECISIONCLOUD	U.S. Federal	86519992	5188970	01/30/2015	04/25/2017	REGISTERED	MARKETSHARE PARTNERS LLC
PLATFORMONE	U.S. Federal	86228835	4761430	03/21/2014	06/23/2015	REGISTERED	NEUSTAR, INC.
PLATFORMONE	U.S. Federal	86228839	4998708	03/21/2014	07/12/2016	REGISTERED	NEUSTAR, INC.
STOP GUESSING. START KNOWING.	U.S. Federal	86127211	4669861	11/22/2013	01/13/2015	REGISTERED	NEUSTAR, INC.
MARKETSHARE	U.S. Federal	85934244	4718797	05/16/2013	04/14/2015	REGISTERED	MARKETSHARE PARTNERS, LLC
MARKETSHARE	U.S. Federal	85934275	4718798	05/16/2013	04/14/2015	REGISTERED	MARKETSHARE PARTNERS, LLC
I I D	U.S. Federal	85864780	4424895	03/01/2013	10/29/2013	REGISTERED	NEUSTAR, INC.
ACCOUNTLINK	U.S. Federal	85708841	4331304	08/21/2012	05/07/2013	REGISTERED	NEUSTAR INFORMATION SERVICES, INC
CONSUMERREACH	U.S. Federal	85544831	4362106	02/16/2012	07/02/2013	REGISTERED	NEUSTAR INFORMATION SERVICES, INC
PAGEADVISOR	U.S. Federal	85527106	4293333	01/27/2012	02/19/2013	REGISTERED	NEUSTAR INFORMATION SERVICES, INC
IAN	U.S. Federal	85527093	4358798	01/27/2012	06/25/2013	REGISTERED	NEUSTAR INFORMATION SERVICES, INC
REAL INTELLIGENCE. BETTER DECISIONS.	U.S. Federal	85982880	4773396	11/21/2011	07/14/2015	REGISTERED	NEUSTAR, INC.

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	Status	Owner
NEUSENTRY	U.S. Federal	85977465	4219628	05/02/2011	10/02/2012	REGISTERED	NEUSTAR, INC.
NEUSENTRY	U.S. Federal	85310215	4731740	05/02/2011	05/05/2015	REGISTERED	NEUSTAR, INC.
.BIZ	U.S. Federal	85105483	4036487	08/11/2010	10/04/2011	REGISTERED Supplemental Register	NEUSTAR, INC.
BETTER NAME, BETTER RESULTS.	U.S. Federal	85105490	4102975	08/11/2010	02/21/2012	REGISTERED	NEUSTAR, INC.
INFOZONE	U.S. Federal	85034300	3996115	05/10/2010	07/19/2011	REGISTERED	NEUSTAR INFORMATION SERVICES, INC
NEUSTAR	U.S. Federal	77796898	3872035	08/04/2009	11/09/2010	REGISTERED	NEUSTAR, INC.
ADADVISOR	U.S. Federal	77719969	3769527	04/22/2009	03/30/2010	REGISTERED Supplemental Register	NEUSTAR INFORMATION SERVICES, INC
ON-DEMAND INFORMATION	U.S. Federal	77720006	3888229	04/22/2009	12/07/2010	REGISTERED Supplemental Register	NEUSTAR INFORMATION SERVICES, INC
IPAS	U.S. Federal	77719714	3918472	04/22/2009	02/15/2011	REGISTERED	NEUSTAR INFORMATION SERVICES, INC
NEW BUSINESSES ON DEMAND	U.S. Federal	77430982	3527090	03/25/2008	11/04/2008	REGISTERED	NEUSTAR DATA SERVICES, INC.
ELEMENTONE	U.S. Federal	77377928	3636191	01/22/2008	06/09/2009	REGISTERED	NEUSTAR INFORMATION SERVICES, INC
DNS ADVANTAGE	U.S. Federal	77343365	3573697	12/04/2007	02/10/2009	REGISTERED	ULTRADNS CORP
ELEMENTONE	U.S. Federal	77241105	3547679	07/27/2007	12/16/2008	REGISTERED	NEUSTAR INFORMATION SERVICES, INC
CUSTOMERCOMPLETE	U.S. Federal	77210823	3547615	06/20/2007	12/16/2008	REGISTERED	NEUSTAR INFORMATION SERVICES, INC
CALLERCOMPLETE	U.S. Federal	77210850	3547616	06/20/2007	12/16/2008	REGISTERED	NEUSTAR INFORMATION SERVICES, INC
SECONDAPPROACH	U.S. Federal	77210915	3547618	06/20/2007	12/16/2008	REGISTERED	NEUSTAR INFORMATION SERVICES, INC
ON-DEMAND IDENTIFICATION	U.S. Federal	77203812	3578176	06/12/2007	02/17/2009	REGISTERED Supplemental Register	NEUSTAR INFORMATION SERVICES, INC

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	Status	Owner
ON-DEMAND VERIFICATION	U.S. Federal	77203824	3578177	06/12/2007	02/17/2009	REGISTERED Supplemental Register	NEUSTAR INFORMATION SERVICES, INC
ITACT	U.S. Federal	77201219	3541072	06/08/2007	12/02/2008	REGISTERED	NEUSTAR INFORMATION SERVICES, INC
NEUSTAR	U.S. Federal	77123952	3343135	03/06/2007	11/27/2007	REGISTERED	NEUSTAR, INC.
NEW MOVERS ON DEMAND	U.S. Federal	78885867	3203185	05/17/2006	01/23/2007	RENEWED (REGISTERED) Supplemental Register	NEUSTAR DATA SERVICES, INC.
SIP-IX	U.S. Federal	78750154	3252515	11/09/2005	06/12/2007	REGISTERED	NEUSTAR, INC.
LOCALEZE	U.S. Federal	78702741	3331430	08/29/2005	11/06/2007	REGISTERED	NEUSTAR DATA SERVICES, INC.
NEUSTAR	U.S. Federal	78603996	3773538	04/07/2005	04/06/2010	REGISTERED	NEUSTAR, INC.
NEUSTAR	U.S. Federal	78537551	3035697	12/23/2004	12/27/2005	RENEWED (REGISTERED)	NEUSTAR, INC.
WEBMETRICS	U.S. Federal	78413657	3179222	05/05/2004	12/05/2006	RENEWED (REGISTERED)	NEUSTAR, INC.
TRUSTED TO BRING NETWORKS TOGETHER	U.S. Federal	76535927	2912308	07/29/2003	12/21/2004	RENEWED (REGISTERED)	NEUSTAR, INC.
AMACAI	U.S. Federal	78139562	2729224	06/27/2002	06/24/2003	RENEWED (REGISTERED)	NEUSTAR DATA SERVICES, INC.
NUMERITRACK	U.S. Federal	78065370	2673290	05/23/2001	01/07/2003	RENEWED (REGISTERED)	NEUSTAR, INC.
TARGUSINFO	U.S. Federal	78050329	2659443	02/26/2001	12/10/2002	RENEWED (REGISTERED)	NEUSTAR INFORMATION SERVICES, INC.
GEOPOINT	U.S. Federal	76119716	2802768	08/31/2000	01/06/2004	RENEWED (REGISTERED)	NEUSTAR IP INTELLIGENCE, INC. DEL
ULTRADNS	U.S. Federal	76037871	2628926	05/01/2000	10/01/2002	RENEWED (REGISTERED)	ULTRADNS CORPORATION
QUOVA	U.S. Federal	75918284	2564337	02/14/2000	04/23/2002	RENEWED (REGISTERED)	NEUSTAR IP INTELLIGENCE, INC.
NEUSTAR	U.S. Federal	75772929	2525756	08/11/1999	01/01/2002	RENEWED (REGISTERED)	NEUSTAR, INC.

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	Status	Owner
ULTRADNS	U.S. Federal	75737872	2459099	06/25/1999	06/12/2001	RENEWED (REGISTERED)	ULTRADNS CORPORATION
META IP	U.S. Federal	75644810	2389344	02/22/1999	09/26/2000	RENEWED (REGISTERED)	NEUSTAR, INC.
ONEID	U.S. Federal	75575082	2742250	10/22/1998	07/29/2003	RENEWED (REGISTERED)	NEUSTAR, INC.
NUMBERMANAGER	U.S. Federal	75217681	2510765	12/23/1996	11/20/2001	RENEWED (REGISTERED)	NEUSTAR, INC.
ORDERPATH	U.S. Federal	75217683	2196447	12/23/1996	10/13/1998	RENEWED (REGISTERED)	NEUSTAR, INC.
METAINFO	U.S. Federal	75021223	2019140	11/17/1995	11/26/1996	RENEWED (REGISTERED)	NEUSTAR, INC.
MARKETSHARE	U.S. State - California		115375		04/09/2014	REGISTERED CA	MARKETSHARE PARTNERS, LLC
MARKETSHARE	U.S. State - California		69132		04/09/2014	REGISTERED CA	MARKETSHARE PARTNERS, LLC
MARKETSHARE	U.S. State - California		69133		04/09/2014	REGISTERED CA	MARKETSHARE PARTNERS, LLC