

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rain King Software, Inc.		08/25/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Goldman Sachs BDC, Inc., as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85618413	RAINKING	
Serial Number:	87160271	SALES INTELLIGENCE REALIZED	
Serial Number:	87156817	RAINKING SALES INTELLIGENCE REALIZED	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269899		
Email:	dcassinelli@proskauer.com		
Correspondent Name:	Diane Cassinelli		
Address Line 1:	c/o Proskauer Rose LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	32868.037		
NAME OF SUBMITTER:	Diane Cassinelli		
SIGNATURE:	/Diane Cassinelli/		
DATE SIGNED:	08/25/2017		
Total Attachments: 5			
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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to or in connection with this agreement, the terms of this agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of August 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Antares Capital LP, as the First Lien Agent, and Goldman Sachs BDC, Inc., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall control.

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of August 25, 2017 (this “Trademark Security Agreement”), is made by each Pledgor that is a signatory hereto, in favor of Goldman Sachs BDC, Inc., in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”) pursuant to that certain Second Lien Credit Agreement, dated as of August 25, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among DiscoverOrg, LLC, a Delaware limited liability company (the “Borrower”), DiscoverOrg Holdings, LLC, a Delaware limited liability company (“Holdings”), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second 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 Trademark Collateral 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, 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.

PLEDGOR:

RAIN KING SOFTWARE, INC.

By: 

Name: John Gardiner

Title: Chief Financial Officer

Accepted and Agreed:

GOLDMAN SACHS BDC, INC.,
as Collateral Agent

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006138 FRAME: 0458

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.

PLEDGOR:

RAIN KING SOFTWARE, INC.

By: _____
Name: John Gardiner
Title: Chief Financial Officer

Accepted and Agreed:


GOLDMAN SACHS BDC, INC.,
as Collateral Agent

By: Goldman Sachs Asset Management,
solely in its capacity as Investment
Manager, and not as Principal

By: _____
Name: Brendan McGovern
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Borrower/Grantor	Trademark	Trademark application number	Trademark registration number
Rain King Software, Inc.	RAIN KING	85618413	4261528
Rain King Software, Inc.	SALES INTELLIGENCE REALIZED	87160271	
Rain King Software, Inc.		87156817	