

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM448220

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEMO UK HOLDINGS LTD.		10/18/2017	Corporation: UNITED KINGDOM
APRIMO US LLC		10/18/2017	Limited Liability Company: DELAWARE
ADAM SOFTWARE US INC.		10/18/2017	Corporation: DELAWARE
APRIMO MARKETING OPERATIONS UK LTD.		10/18/2017	Corporation: UNITED KINGDOM
REVENUE, INC.		10/18/2017	Corporation: DELAWARE
ADAM SOFTWARE NV		10/18/2017	Naamloze Vennootschap (Nv): BELGIUM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC		
<b>Internal Address:</b>	500 FIRST AVENUE		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2595042	APRIMO	
<b>Registration Number:</b>	2666470	APRIMO	
<b>Registration Number:</b>	4459480	CHANNEL NETWORKING	
<b>Registration Number:</b>	3410917	REVENUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	PECSENYE@BLANKROME.COM		
<b>Correspondent Name:</b>	TIMOTHY D. PECSENYE		

TRADEMARK

<b>Address Line 1:</b>	BLANK ROME LLP
<b>Address Line 2:</b>	ONE LOGAN SQUARE
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-17018
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<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
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<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
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<b>DATE SIGNED:</b>	10/23/2017
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**Total Attachments: 8**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of October 18, 2017, is entered into by the entities listed on the signature page hereto (collectively, jointly and severally, the “**Grantors**” and each individually a “**Grantor**”) and **PNC BANK, NATIONAL ASSOCIATION** (the “**Assignee**”), as Agent pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”), between, among others, certain of the Grantors, certain of the Grantors’ affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors have granted in favor of the Assignee a security interest in certain Intellectual Property, including the federally registered 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 Grantors and the Assignee hereby agree as follows:

### **1. Grant of Security Interest**

(a) Subject to the terms and conditions of the Credit Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Credit Agreement, each Grantor hereby grants to the Assignee a security interest in all of each such Grantor’s right, title and interest in, to and under the 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 such Grantor’s Obligations. For the purposes of this Agreement, “**Trademarks**” means (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 United States 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 hereto, (ii) the right to obtain all renewals thereof, and (iii) all claims for damages by reason of past, present and future infringements of the Trademarks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives; provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of Grantors' federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Credit Agreement. In the event that any of the provisions of this Agreement are in conflict with the Credit Agreement, the provisions of the Credit 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. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining any Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by any Grantor or to delete any reference to any right, title or interest in any Trademarks in which any Grantor no longer has or claims any right, title or interest. The Grantors additionally agree 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 security interests and perfection created or contemplated hereby or by the Credit Agreement.

3. 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.

4. Counterparts

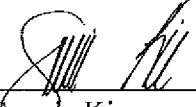
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*

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

**ASSIGNEE:**

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Sunale Kim  
Title: Vice President:

GRANTORS:

MEMO UK HOLDINGS LTD, a company formed under the laws of England and Wales with registered number 10156227

By:   
Name: Nathan E. Pingelton  
Title: Director

APRIMO US LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Michael W. Nelson  
Title: Treasurer and Chief Financial Officer

ADAM SOFTWARE US INC, a Delaware corporation

By: \_\_\_\_\_  
Name: Michael W. Nelson  
Title: Treasurer and Chief Financial Officer

APRIMO MARKETING OPERATIONS UK LTD, a company formed under the laws of England and Wales with registered number 10162761

By:   
Name: Nathan E. Pingelton  
Title: Director

RENEW, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: John Stammen  
Title: Chief Executive Officer and President

ADAM SOFTWARE NV,  
a *naamloze vennootschap* formed under the laws of Belgium and registered with the Kruispuntbank van Ondernemingen under number 436.705.876

By: \_\_\_\_\_  
Name: Michael W. Nelson  
Title: Managing Director

Signature Page to Trademark Security Agreement

GRANTORS:

MEMO UK HOLDINGS LTD, a company formed  
under the laws of England and Wales with registered  
number 10156227

By: \_\_\_\_\_  
Name: Nathan B. Pingelton  
Title: Director

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company

By: \_\_\_\_\_  
Name: Michael W. Nelson  
Title: Treasurer and Chief Financial Officer

ADAM SOFTWARE US INC, a Delaware  
corporation

By: \_\_\_\_\_  
Name: Michael W. Nelson  
Title: Treasurer and Chief Financial Officer

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a company formed under the laws of England and  
Wales with registered number 10162761

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Name: Nathan B. Pingelton  
Title: Director

RENEW, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: John Stammen  
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Name: Michael W. Nelson  
Title: Managing Director

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**GRANTORS:**

MEMO UK HOLDINGS LTD, a company formed under the laws of England and Wales with registered number 10156227

By: \_\_\_\_\_  
Name: Nathan E. Pingelton  
Title: Director

APRIMO US LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Michael W. Nelson  
Title: Treasurer and Chief Financial Officer

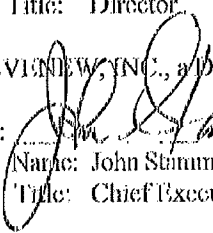
ADAM SOFTWARE US INC, a Delaware corporation

By: \_\_\_\_\_  
Name: Michael W. Nelson  
Title: Treasurer and Chief Financial Officer

APRIMO MARKETING OPERATIONS UK LTD, a company formed under the laws of England and Wales with registered number 10162761

By: \_\_\_\_\_  
Name: Nathan E. Pingelton  
Title: Director

REVIEW, INC., a Delaware corporation

By:  \_\_\_\_\_  
Name: John Stammen  
Title: Chief Executive Officer and President

ADAM SOFTWARE NV,  
a *naamloze vennootschap* formed under the laws of Belgium and registered with the Kruispuntbank van Ondernemingen under number 436.705.876

By: \_\_\_\_\_  
Name: Michael W. Nelson  
Title: Managing Director

Signature Page to Trademark Security Agreement



VAN GENNEP-MEDIA AUTOMATION  
CONSULTING B.V.,  
*a besloten vennootschap met beperkte  
aansprakelijkheid* formed under the laws of  
Netherlands and registered with the Dutch trade  
register under number 33285039

By: Adam Software NV  
Its Managing Director

By:   
Name: Michael W. Nelson  
Title: Managing Director

Signature Page to Trademark Security Agreement

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Benelux	R 773570	12-Sep-2005	ADAM Software NV	ADAM Name registered - Benelux
Benelux	R 773571	12-Sep-2005	ADAM Software NV	ADAM Logo registered - Benelux
Benelux	R 824853	07-Aug-2007	ADAM Software NV	ADAM Media Intelligent Logo
WIPO	1160691	15-Feb-2013	ADAM Software NV	ADAM Name registered
Benelux	920369	10-Sep-2012	Van Gennep-Media Automation Consulting B.V.	Van Gennep Name
US	2595042	16-Jul-2002	Aprimo Marketing Operations UK Ltd	APRIMO
US	2666470	24-Dec-2002	Aprimo Marketing Operations UK Ltd	APRIMO
US	4459480	31-Dec-2013	Revenew, Inc.	Channel Networking
US	3410917	08-Apr-2008	Revenew, Inc.	Revenew

Pending Trademark Applications

None

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>