

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAZAARVOICE, INC.		02/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC, AS COLLATERAL AGENT		
Street Address:	150 SOUTH WACKER DRIVE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3978496	ASK & ANSWER	
Registration Number:	4384603	B:	
Registration Number:	4204752	BAZAARVOICE	
Registration Number:	4260280	SMART SEO	
Registration Number:	4084655	SOCIAL ALERTS	
Registration Number:	4185553	SOCIALCONNECT	
Registration Number:	4367840	BAZAARVOICE CONNECTIONS	
Registration Number:	4431276	BAZAARVOICE CONVERSATIONS	
Registration Number:	4420849	BAZAARVOICE INTELLIGENCE	
Registration Number:	4462651	BAZAAR VOICE	
Registration Number:	4820619	BAZAARVOICE CURATIONS	
Serial Number:	87380931	BRAND EDGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
TRADEMARK			

CH \$315.00 3978496

Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	337968-00281
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	02/01/2018
Total Attachments: 7 source=Bobcat - Trademark Security Agreement#page1.tif source=Bobcat - Trademark Security Agreement#page2.tif source=Bobcat - Trademark Security Agreement#page3.tif source=Bobcat - Trademark Security Agreement#page4.tif source=Bobcat - Trademark Security Agreement#page5.tif source=Bobcat - Trademark Security Agreement#page6.tif source=Bobcat - Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of February 1, 2018 (this "Trademark Security Agreement"), is made by the signatory hereto listed under "Pledgor" (the "Pledgor"), in favor of Golub Capital Markets LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of February 1, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Bazaarvoice, Inc., a Delaware corporation (the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the 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 Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced 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, each Pledgor hereby agrees 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 first priority Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

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. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. 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 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

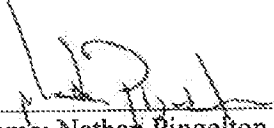
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IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

BAZAARVOICE, INC.

By: _____


Name: Nathan Pingelton
Title: Vice President

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: _____

Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006263 FRAME: 0801

IN WITNESS WHEREOF, the 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:

BAZAARVOICE, INC.


By:

.....
Name: Nathan Pingelton
Title: Vice President

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By:


Name: Robert G. Tuchscherer
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

List of trademark registrations and applications:

Owner	Mark	Country	File Date	Serial No.	Reg. No.	Registration Date
Bazaarvoice, Inc.	ASK & ANSWER	UNITED STATES	7/9/2008	77/518,074	3,978,496	6/14/2011 ¹
Bazaarvoice, Inc.	B: (Stylized)	EUROPEAN UNION (EUTM & RCD)	9/23/2011	010287531	010287531	2/27/2012
Bazaarvoice, Inc.	B: (Stylized)	UNITED STATES	9/21/2011	85/428,813	4,384,603	8/13/2013
Bazaarvoice, Inc.	BAZAARVOICE	ARGENTINA	7/3/2013	3261777	2700392	12/17/2014
Bazaarvoice, Inc.	BAZAARVOICE	ARGENTINA	7/3/2013	3261778	2700391	12/17/2014
Bazaarvoice, Inc.	BAZAARVOICE	AUSTRALIA	9/23/2011	1450217	1450217	9/23/2011
Bazaarvoice, Inc.	BAZAARVOICE	BRAZIL	12/14/2012	840365390	840365390	11/17/2015
Bazaarvoice, Inc.	BAZAARVOICE	BRAZIL	12/14/2012	840365403	840365403	11/17/2015
Bazaarvoice, Inc.	BAZAARVOICE	CANADA	12/18/2013	1656957	TMAA974026	6/20/2017
Bazaarvoice, Inc.	BAZAARVOICE	CHILE	9/6/2013	1073946	1107014	6/24/2014
Bazaarvoice, Inc.	BAZAARVOICE	CHINA	2/20/2013	12179754	12179754	8/7/2014
Bazaarvoice, Inc.	BAZAARVOICE	CHINA	2/20/2013	12179753	12179753	8/7/2014
Bazaarvoice, Inc.	BAZAARVOICE	COLOMBIA	7/3/2013	2013.157.021	N/A	N/A

¹ Trademark shall be allowed to lapse in due course as it will no longer be in use.

Owner	Mark	Country	File Date	Serial No.	Reg. No.	Registration Date
Bazaarvoice, Inc.	BAZAARVOICE	EUROPEAN UNION (EUTM & RCD)	9/23/2011	010287415	010287415	2/27/2012
Bazaarvoice, Inc.	BAZAARVOICE	HONG KONG	12/7/2012	302460825	302460825	6/28/2013
Bazaarvoice, Inc.	BAZAARVOICE	JAPAN	10/26/2012	2012-86996	5705432	9/26/2014
Bazaarvoice, Inc.	BAZAARVOICE	SOUTH KOREA	10/25/2012	41-2012-35729	41-285678	4/10/2014
Bazaarvoice, Inc.	BAZAARVOICE	MEXICO	9/19/2013	1414729	1508229	1/22/2015
Bazaarvoice, Inc.	BAZAARVOICE	MEXICO	9/19/2013	1414730	1429726	1/27/2014
Bazaarvoice, Inc.	BAZAARVOICE	NEW ZEALAND	10/1/2013	985442	985442	4/2/2014
Bazaarvoice, Inc.	BAZAARVOICE	SINGAPORE	12/7/2012	T1218710E	T1218710E	7/22/2015
Bazaarvoice, Inc.	BAZAARVOICE	TAIWAN	10/28/2013	102059915	1685963	1/1/2015
Bazaarvoice, Inc.	BAZAARVOICE	UNITED STATES	9/21/2011	85/428,811	4,204,752	9/11/2012
Bazaarvoice, Inc.	BAZAARVOICE	VENEZUELA	9/18/2013	2013-018086	S-058935	7/21/2014
Bazaarvoice, Inc.	BAZAARVOICE	VENEZUELA	9/18/2013	2013-018078	S-058932	7/21/2014
Bazaarvoice, Inc.	SMART SEO	UNITED STATES	11/8/2011	85/467,569	4,260,280	12/18/2012
Bazaarvoice, Inc.	SOCIAL ALERTS	UNITED STATES	8/3/2010	85/098,985	4,084,655	1/10/2012 ²
Bazaarvoice, Inc.	SOCIALCONNECT	UNITED STATES	11/8/2011	85/467,561	4,185,553	8/7/2012 ³
Bazaarvoice, Inc.	BAZAARVOICE CONNECTIONS	UNITED STATES	11/15/2012	85/780,266	4,367,840	7/16/2013
Bazaarvoice, Inc.	BAZAARVOICE CONVERSATIONS	UNITED STATES	11/15/2012	85/780,289	4,431,276	11/12/2013

² Trademark shall be allowed to lapse in due course as it will no longer be in use.

³ Trademark shall be allowed to lapse in due course as it will no longer be in use.

Owner	Mark	Country	File Date	Serial No.	Reg. No.	Registration Date
Bazaarvoice, Inc.	BAZAARVOICE INTELLIGENCE	UNITED STATES	11/15/2012	85/780,293	4,420,849	10/22/2013
Bazaarvoice, Inc.	BAZAAR VOICE Stylized	UNITED STATES	5/29/2013	85/945,160	4,462,651	1/7/2014
Bazaarvoice, Inc.	BAZAARVOICE CURATIONS	AUSTRALIA	11/17/2014	1251838	1251838	11/17/2014
Bazaarvoice, Inc.	BAZAARVOICE CURATIONS	CANADA	12/1/2014	1705192	TMAA948,487	9/6/2016
Bazaarvoice, Inc.	BAZAARVOICE CURATIONS	EUROPEAN UNION (EUTM & RCD)	11/17/2014	1251838	1251838	4/20/2016
Bazaarvoice, Inc.	BAZAARVOICE CURATIONS	UNITED STATES	5/29/2014	86/295,005	4,820,619	9/29/2015
Bazaarvoice, Inc.	BAZAARVOICE CURATIONS	WIPO	11/17/2014	A0046434	1251838	11/17/2014
Bazaarvoice, Inc.	BRAND EDGE	EUROPEAN UNION (EUTM & RCD)	4/3/2017	16546483	N/A	N/A
Bazaarvoice, Inc.	BRAND EDGE	UNITED KINGDOM	4/3/2017	3222731	N/A	N/A
Bazaarvoice, Inc.	BRAND EDGE	UNITED STATES	3/22/2017	87/380,931	N/A	N/A

TRADEMARK
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