

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRMFUSION INC.		02/21/2018	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent		
Street Address:	311 S. Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87780206	CRMFUSION	
Serial Number:	87780084	DEMANDTOOLS	
Serial Number:	87780057	DUPEBLOCKER	
Serial Number:	87780126	PEOPLEIMPORT	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 North Wabash Avenue, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	058258-0003		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	02/21/2018		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADE-MARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **CRMFUSION INC.**, an Ontario corporation (the “**Grantor**”), hereby grants to **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, a Delaware limited liability company, as lead arranger and administrative agent (together with its successors and assigns and in such capacity, the “**Grantee**”) for itself and all of the other financial institutions (“**Lenders**”) party to that certain credit agreement dated on or about the date hereof entered into by, inter alios, the Grantor, certain of its affiliates, the Lenders, and the Grantee (the “**Credit Agreement**”) a continuing security interest in:

(a) all of the Grantor’s right, title and interest in, to and under to the trade-marks (including service marks), slogans, logos, certification marks, trade dress, trade styles, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Grantor and all registrations and applications for the foregoing (whether statutory or common law) (the “**Marks**”) set forth on **Schedule A** attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor’s use of any trade-marks, tradenames, trade styles and service marks, (c) all reissues, continuations, extensions and renewals thereof, (d) all prints and labels on which such trade-marks, tradenames, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (e) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (f) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (g) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (h) all rights corresponding thereto throughout the world, (i) all rights to sue for past, present and future infringements thereof, any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (j) all causes of action arising prior to or after the date hereof for unfair competition regarding any of the Marks. In addition, Grantor authorizes the Commissioner for Trademarks, the Canadian Intellectual Property Office and any other government officials to record and register this Agreement upon request by Grantee.

Notwithstanding the foregoing, the Grantor’s grant of a security interest in trade-marks (as defined in the Trade-marks Act (Canada)) hereunder is limited to a grant by the Grantor of a security interest in all of the Grantor’s right, title and interest in such trade-marks and is not to be construed as and does not constitute an absolute transfer or assignment of the trade-marks until such time as the security hereunder becomes enforceable.

THIS GRANT is made to secure the satisfactory performance and payment of all the obligations of the Grantor arising pursuant to that certain Canadian Guarantee and Collateral Agreement by, among others, the Grantor and the Grantee, dated on or about the date hereof.

THIS GRANT shall be exclusively governed by the laws of the Province of Ontario and the federal laws applicable therein without giving effect to any choice of law rule or principle that would cause the application of the laws of any jurisdiction other than the internal laws of the Province of Ontario and the federal laws of Canada applicable therein to the rights and duties of the Grantor, the Grantee and the Lenders.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 21st
day of February, 2018.

CRMFUSION INC.
as Grantor

By: 
Name: Mark Briggs
Title: Chief Executive Officer & President

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**, as Administrative Agent and as
Grantee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 21st
day of February, 2018.

CRMFUSION INC.
as Grantor

By: _____
Name:
Title:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent and as
Grantee**

By: 
Name: Matthew R. Lane
Title: Managing Director

**SCHEDULE A
TRADEMARKS**

Canadian Trademarks (owned by CRMfusion Inc.)

Trademark	App. No.	Reg. No.	Wares/Services
CRMFUSION	1697052	TMA919219	Nice Class 45
DEMANDTOOLS	1592716	TMA875326	Nice Class 9
DUPEBLOCKER	1592715	TMA875325	Nice Class 9
PEOPLEIMPORT	1592717	TMA875324	Nice Class 9

U.S. Trademark Applications (owned by CRMfusion Inc.):

Trademark	Serial No.	Filing Date
CRMFUSION	87780206	February 1, 2018
DEMANDTOOLS	87780084	February 1, 2018
DUPEBLOCKER	87780057	February 1, 2018
PEOPLEIMPORT	87780126	February 1, 2018