

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM464036

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MOBILEGUARD, LLC		02/27/2018	Limited Liability Company: DELAWARE
SMARSH INC.		02/27/2018	Corporation: NEW YORK
SKYWALKER INTERMEDIATE HOLDINGS, INC.		02/27/2018	Corporation: DELAWARE
ACTIANCE, INC.		02/27/2018	Corporation: DELAWARE
ACTIANCE HOLDINGS, INC.		02/27/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<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

## PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3650983	SMARSH
Registration Number:	3359094	SMARSH
Registration Number:	3362179	VIRTUAL COMPLIANCE OFFICER
Registration Number:	4239052	SOCIALITE ENGAGE
Registration Number:	4240601	SOCIALITE
Registration Number:	4232310	SOCIALITE
Registration Number:	4176371	ACTIANCE
Registration Number:	4218442	ACTIANCE
Registration Number:	2207954	NEMX
Registration Number:	2922480	IM GUARDIAN
Registration Number:	2621859	I.M. DIRECTOR
Registration Number:	2644999	

OP \$840.00 3650983

Property Type	Number	Word Mark
Registration Number:	2400234	CUSTOMER SUPPORTAL
Serial Number:	85083898	UNITAS
Serial Number:	85083897	UNITAS
Serial Number:	85083896	UNITAS
Serial Number:	85083894	UNITAS
Serial Number:	85083892	VERITO
Serial Number:	85083890	VERITO
Serial Number:	85083888	VERITO
Serial Number:	85083884	VERITO
Serial Number:	76043473	INSTANT ALERT
Serial Number:	75903623	INSTANT MESSAGE DIRECTOR
Serial Number:	75903614	INSTANT MESSAGING GETS DOWN TO BUSINESS
Serial Number:	75903613	INSTANT BUSINESS
Serial Number:	75903612	INSTANT B2B
Serial Number:	75903610	INSTANT GROUPS
Serial Number:	75877731	CLICK ME, I'M HUMAN
Serial Number:	75871837	INSTANT MARKETER
Serial Number:	75871836	INSTANT CUSTOMER
Serial Number:	75871499	INSTANT BRIDGE
Serial Number:	75871447	BUSINESS BUDDY
Serial Number:	75871445	BIZ BUDDY

**CORRESPONDENCE DATA**

Fax Number: 2158325767

*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: 215-569-5767

Email: PERRY@BLANKROME.COM

Correspondent Name: DAVID M. PERRY

Address Line 1: BLANK ROME LLP

Address Line 2: ONE LOGAN SQUARE

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-15104

NAME OF SUBMITTER: David M. Perry

SIGNATURE: /David M. Perry/

DATE SIGNED: 03/02/2018

**Total Attachments: 12**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 27th day of February, 2018, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Lenders (together with its successors and assigns in such capacity, "Collateral Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of June 26, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among SMARSH INC., a New York corporation ("Smarsh"), MOBILEGUARD, LLC, a Delaware limited liability company f/k/a MobileGuard, Inc., a Nevada corporation ("MobileGuard"), Actiance, Inc., a Delaware corporation ("Actiance", and together with Smarsh, MobileGuard and each other Person from time to time joined as a party thereto as a Borrower and all of their respective permitted successors and assigns, collectively, the "Borrowers" and each individually, a "Borrower"), SKYWALKER INTERMEDIATE HOLDINGS, INC., a Delaware corporation, ACTIANCE HOLDINGS, INC., a Delaware corporation, each other Loan Party from time to time party thereto, the Persons which are now or which hereafter become lenders thereunder (the "Lenders"), GOLDMAN SACHS MIDDLE MARKET LENDING CORP., as administrative agent for the Lenders and Collateral Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as

the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

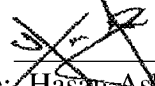
8. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

*[Remainder of page intentionally left blank; signature page follows.]*

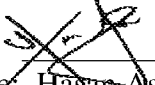
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


MOBILEGUARD, LLC,  
a Delaware limited liability company

By:   
Name: ~~Hasan Askari~~  
Title: Vice President


SMARSH INC.,  
a New York corporation

By:   
Name: ~~Hasan Askari~~  
Title: Vice President


SKYWALKER INTERMEDIATE HOLDINGS, INC.,  
a Delaware corporation

By:   
Name: ~~Hasan Askari~~  
Title: President

ACTIANCE, INC.,  
a Delaware corporation

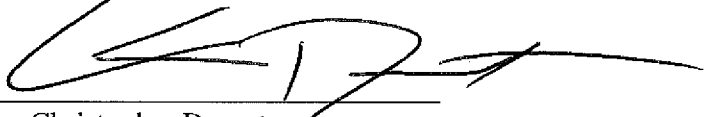
By:   
Name: ~~Hasan Askari~~  
Title: Vice President

ACTIANCE HOLDINGS, INC.,  
a Delaware corporation

By:   
Name: ~~Hasan Askari~~  
Title: Vice President

ACCEPTED AND  
ACKNOWLEDGED BY:





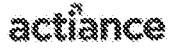
PNC BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Christopher Duranto  
Title: Vice President



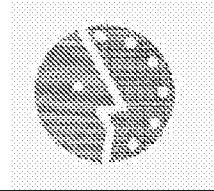
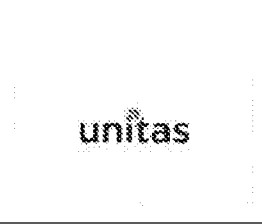

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT



Trademarks

Registrant	Trademark	Country	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status
Smarsh Inc.	SMARSH	US	77640869	12/29/08	3650983	07/07/09	Live
Smarsh Inc.	SMARSH	US	77153283	04/10/07	3359094	12/25/07	Live
Smarsh Inc.	SMARSH	EU	A0048715	02/27/15			Pending
Smarsh Inc.	Virtual Compliance Officer	US	77191995	05/29/07	3362179	01/01/08	Live
MobileGuard, LLC (as assigned from Mobileguard Inc.)		USA	87/109,921	7/20/16	N/A	N/A	Under Examination
Actiance, Inc.	SOCIALITE ENGAGE	U.S.	85/445,207	10/12/11	4239052	11/06/12	Live
Actiance, Inc.		U.S.	85/443,773	10/10/11	4240601	11/13/12	Live
Actiance, Inc.	SOCIALITE	U.S.	85/374,305	7/18/11	4232310	10/30/12	Live
Actiance, Inc.		U.S.	85/163,001	10/27/10	4176371	7/17/12	Live
Actiance, Inc.	ACTIANCE	U.S.	85/150,061	10/11/10	4218442	10/02/12	Live
Actiance, Inc.	NEMX	U.S.	75/173,689	9/30/96	2,207,954	12/8/98	Live
Actiance, Inc.		India	2135275	4/26/11	2135275 2135275 India	4/26/11	Live
Actiance, Inc.	ACTIANCE	India	2129022	4/12/11	2129022	4/12/11	Live
Actiance, Inc.		U.K.	UK000025 80485	4/26/11	UK000025 80485	8/5/11	Live
Actiance, Inc.	ACTIANCE	U.K.	UK000025 78014	4/11/11	UK000025 78014	7/8/11	Live
Actiance, Inc.	SOCIALITE	E.U.	010575074	1/19/12	E62750758	6/15/12	Live



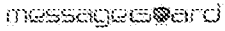
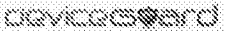
Signature Page to Trademark Security Agreement


**TRADEMARK**  
**REEL: 006283 FRAME: 0041**

Registrant	Trademark	Country	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status
Actiance, Inc.	ACTIANCE	E.U.	010574911	1/19/12	E62750744	10/10/12	Live
Actiance, Inc.	IM GUARDIAN	U.S.	76/574,573	2/9/04	2,922,480	2/1/05	Live
Actiance, Inc.	I.M. DIRECTOR	U.S.	75/903,611	1/27/00	2,621,859	9/17/02	Live
Actiance, Inc.		U.S.	75/893,408	1/7/00	2,644,999	11/5/02	Live
Actiance, Inc.	CUSTOMER SUPPORTAL	U.S.	75/875,743	12/21/99	2,400,234	10/31/00	Live
Actiance, Inc.	NEMX	Canada	0823687	9/19/96	TMA4821 83	9/8/97	Live
Actiance, Inc.		U.S.	85/083,898	7/13/10			Live
Actiance, Inc.		U.S.	85/083,897	7/13/10			Live
Actiance, Inc.	UNITAS	U.S.	85/083,896	7/13/10			Live
Actiance, Inc.	UNITAS	U.S.	85/083,894	7/13/10			Live

Registrant	Trademark	Country	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status
Actiance, Inc.		U.S.	85/083,892	7/13/10			Live
Actiance, Inc.		U.S.	85/083,890	7/13/10			Live
Actiance, Inc.	VERITO	U.S.	85/083,888	7/13/10			Live
Actiance, Inc.	VERITO	U.S.	85/083,884	7/13/10			Live
Actiance, Inc.	INSTANT ALERT	U.S.	76/043,473	5/5/00			Live
Actiance, Inc.	INSTANT MESSAGE DIRECTOR	U.S.	75/903,623	1/27/00			Live
Actiance, Inc.	INSTANT MESSAGING GETS DOWN TO BUSINESS	U.S.	75/903,614	1/27/00			Live
Actiance, Inc.	INSTANT BUSINESS	U.S.	75/903,613	1/27/00			Live
Actiance, Inc.	INSTANT B2B	U.S.	75/903,612	1/27/00			Live

Registrant	Trademark	Country	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status
Actiance, Inc.	INSTANT GROUPS	U.S.	75/903,610	1/27/00			Live
Actiance, Inc.	CLICK ME, I'M HUMAN	U.S.	75/877,731	12/21/99			Live
Actiance, Inc.	INSTANT MARKETER	U.S.	75/871,837	12/15/99			Live
Actiance, Inc.	INSTANT CUSTOMER	U.S.	75/871,836	12/15/99			Live
Actiance, Inc.	INSTANT BRIDGE	U.S.	75/871,499	12/15/99			Live
Actiance, Inc.	BUSINESS BUDDY	U.S.	75/871,447	12/15/99			Live
Actiance, Inc.	BIZ BUDDY	U.S.	75/871,445	12/15/99			Live
Actiance, Inc.	VANTAGE	U.S.					Live
Actiance, Inc.	ALCATRAZ	U.S.					Live
Actiance, Inc.	WARDEN	U.S.					Live

Registrant	Trademark	Country	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status
Actiance, Inc.	CONTEXT-AWARE	U.S.					Live
Actiance, Inc.	UNLEASH SOCIAL BUSINESS	U.S.					Live
Actiance, Inc.	BE SOCIAL. BE SAFE.	U.S.					Live
Actiance, Inc.		U.S.					Live
N/A	MOBILEGUARD	N/A	N/A	N/A	N/A	N/A	Common law mark
N/A		N/A	N/A	N/A	N/A	N/A	Common law mark
N/A	NETGUARD	N/A	N/A	N/A	N/A	N/A	Common law mark
N/A		N/A	N/A	N/A	N/A	N/A	Common law mark
N/A	MESSAGEGUARD	N/A	N/A	N/A	N/A	N/A	Common law mark
N/A		N/A	N/A	N/A	N/A	N/A	Common law mark

Registrant	Trademark	Country	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status
N/A	DEVICEGUARD	N/A	N/A	N/A	N/A	N/A	Common law mark
N/A	UNIFIED MOBILE COMPLIANCE	N/A	N/A	N/A	N/A	N/A	Common law mark
N/A	TEXTGUARD	N/A	N/A	N/A	N/A	N/A	Common law mark
N/A	VOICEGUARD	N/A	N/A	N/A	N/A	N/A	Common law mark
N/A	SECURECHAT	N/A	N/A	N/A	N/A	N/A	Common law mark
N/A		N/A	N/A	N/A	N/A	N/A	Common law mark

Licenses

Kaspersky Lab End User License Agreement effective 4/16/2014  
Akamai Technologies Inc. effective 10/1/2009  
AppDynamics, Inc. End User License Agreement and Order Form Effective 5/30/2014  
Apptix Inc. ASP Hosting Services Agreement 6/29/2013  
Microsoft Licensing GP Volume Licensing Program, 6/12/2013  
Forrester Research Inc., Master Agreement for Licensed Research Services 7/6/2009  
Gartner Inc. Service Agreement 8/22/2008  
Idera, Inc. Assignment Agreement 2/26/2015  
Lattice Engines Inc. Subscription Services Agreement 12/18/2013  
Nexonia Inc. Master Subscription Terms of Use, 9/25/2014  
IDC Research Inc. Terms and Conditions Last revised, 10/26/2009  
Ping Identity Corporation, Software License Agreement & Purchase Order 9/30/2014  
Salesforce.com – annual order form for CRM services  
Zuora Inc. Order Form 6/30/2012

Signature Page to Trademark Security Agreement