

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marketo, Inc.		02/07/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT		
Street Address:	1300 Thames Street, 4th Floor		
City:	BALTIMORE		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4249978		
Registration Number:	4528259		
Registration Number:	4391197	LAUNCHPOINT	
Registration Number:	4553082	LAUNCHPOINT	
Registration Number:	4391738	MARKETING NATION	
Registration Number:	3369973	MARKETO	
Registration Number:	4331015	MARKETO	
Registration Number:	4238895	SPARK BY MARKETO	
Registration Number:	4184391	SPARK BY MARKETO	
Registration Number:	5091550	MARKETING FIRST	
Registration Number:	5291597	CMO NATION	
Serial Number:	87173827	MUNCHKIN	
Serial Number:	77817755	MARKETING CLOUD	
Serial Number:	86971407	CERTIFIED INTEGRATION	
Serial Number:	87357520	ENGAGEMENT ECONOMY	
Serial Number:	87444254	ABM ALLIANCE FOR SUCCESS	
CORRESPONDENCE DATA			
Fax Number:	4082366641		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: assignment@m-iplaw.com
Correspondent Name: MAHAMEDIP LAW LLP
Address Line 1: 1901 S. Bascom Ave.
Address Line 2: Suite 600
Address Line 4: Campbell, CALIFORNIA 95008

ATTORNEY DOCKET NUMBER:	MKTO.G000
NAME OF SUBMITTER:	Zurvan Mahamedi
SIGNATURE:	/Zurvan Mahamedi/
DATE SIGNED:	04/27/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of February 7, 2018 (this “**Trademark Security Agreement**”), is made by the signatory hereto listed under “Pledgor” (the “**Pledgor**”), in favor of Morgan Stanley Senior Funding, Inc., 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 7, 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, Marketo, Inc., a Delaware corporation (the “**Borrower**”), Milestone Holdco, LLC, a Delaware limited liability company (“**Holdings**”), the other guarantors from time to time party thereto, the lenders and issuing banks 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 Pledgor is 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 Pledgor is 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 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. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of the 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 Pledgor hereby acknowledges and affirms 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. The 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*.

[Remainder of this page intentionally left blank]

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(S):

MARKETO, INC.,
a Delaware corporation

By: 

Name: Mark K. Miller

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Jonathon Rauert
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Marketo, Inc.	Bug Design	4249978
Marketo, Inc.	Bug in a Circle Design	4528259
Marketo, Inc.	LAUNCHPOINT	4391197
Marketo, Inc.	LAUNCHPOINT Design	4553082
Marketo, Inc.	MARKETING NATION	4391738
Marketo, Inc.	MARKETO	3369973
Marketo, Inc.	MARKETO	4331015
Marketo, Inc.	SPARK BY MARKETO	4238895
Marketo, Inc.	SPARK BY MARKETO and Design	4184391
Marketo, Inc.	MARKETING FIRST	5091550
Marketo, Inc.	CMO NATION	5291597
Marketo, Inc.	MUNCHKIN	87173827

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER
Marketo, Inc.	MARKETING CLOUD	77/817755
Marketo, Inc.	CERTIFIED INTEGRATION & Design	86/971407
Marketo, Inc.	ENGAGEMENT ECONOMY	87/357520
Marketo, Inc.	ABM ALLIANCE FOR SUCCESS	87/444254