# CH \$40.00 46459

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM480140

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CONTENTFUL GMBH		06/29/2018	Limited Liability Company: GERMANY

#### **RECEIVING PARTY DATA**

Name:	HERCULES CAPITAL, INC., as Agent
Street Address:	400 Hamilton Avenue, Suite 310
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	Corporation: MARYLAND

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4645936	CONTENTFUL

### **CORRESPONDENCE DATA**

**Fax Number:** 4156932222

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:** 4156932000

Email: crhem@cooley.com

Correspondent Name: Cooley LLP

Address Line 1: 101 California Street, 5th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	305866-1036
NAME OF SUBMITTER:	C. Rhem
SIGNATURE:	/CR/
DATE SIGNED:	06/29/2018

#### **Total Attachments: 6**

source=Contentful - IP Security Agreement - Contentful (003)#page1.tif source=Contentful - IP Security Agreement - Contentful (003)#page2.tif source=Contentful - IP Security Agreement - Contentful (003)#page3.tif source=Contentful - IP Security Agreement - Contentful (003)#page4.tif

TRADEMARK REEL: 006369 FRAME: 0309

900456621

source=Contentful - IP Security Agreement - Contentful (003)#page5.tif source=Contentful - IP Security Agreement - Contentful (003)#page6.tif

TRADEMARK REEL: 006369 FRAME: 0310

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of June 29, 2018, by and between HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), and CONTENTFUL GMBH, a Federal Republic of Germany limited liability company ("Grantor").

#### **RECITALS**

- A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (collectively, referred to as "Lender"), Agent, Grantor and any other parties thereto, from time to time, dated as of the date hereof (as amended, modified, supplemented or otherwise modified from time to time, the "Loan Agreement").
- B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Agent of the security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

#### **AGREEMENT**

NOW, THEREFORE, Grantor agrees as follows:

To secure the Secured Obligations and any other obligations pursuant to the Loan Documents, Grantor grants and pledges to Agent a security interest in all of Grantor's Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto).

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, shall be cumulative and concurrent.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in connection with which such Grantor has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

177246220 v1

TRADEMARK
REEL: 006369 FRAME: 0311

# [SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:	GRANTOR:
c/o Contentful GmbH Attention: Markus Harder & Legal Department Ritterstr. 12-14 10969 Berlin Germany	CONTENTFUL GMBH  By: Shall  Name: Sassa Vaniets  Title: CDO

# [SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Address of Agent:

Legal Department 400 Hamilton Avenue, Suite 310 Palo Alto, CA 94301

Attn: Chief Legal Officer and Steve Kuo

AGENT:

HERCULES CAPITAL, INC.

Name: Zhuo Huang

Title: Associate General Counsel

# EXHIBIT A COPYRIGHTS

Description	Registration Number	Registration Date
-------------	---------------------	-------------------

None.

# EXHIBIT B PATENTS

Patent / Application
Description
Number
Issue / Application
Date

None.

## EXHIBIT C TRADEMARKS

DescriptionRegistration/ Serial NumberRegistration/ Application DateCONTENTFUL464593611/25/2014

177193295 v1

**RECORDED: 06/29/2018** 

TRADEMARK REEL: 006369 FRAME: 0316