

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484123

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SugarCRM Inc., as Grantor		07/31/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
<b>Street Address:</b>	2001 Ross Avenue, Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3124624	SUGAR	
<b>Registration Number:</b>	3124826	SUGAR	
<b>Registration Number:</b>	3529286	SUGAR DASHLET	
<b>Registration Number:</b>	3124827	SUGARCRM	
<b>Registration Number:</b>	3008840	SUGARCRM	
<b>Registration Number:</b>	4555991	SUGARCRM	
<b>Registration Number:</b>	4555992		
<b>Registration Number:</b>	4727533	SUGAR PUREPRICE	
<b>Registration Number:</b>	4780611	SUGAR UX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	404-888-4012		
<b>Email:</b>	erobinson@huntonak.com		
<b>Correspondent Name:</b>	Erika Robinson		
<b>Address Line 1:</b>	600 Peachtree Street, N.E., Suite 4100		
<b>Address Line 2:</b>	c/o Hunton Andrews Kurth LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Erika Robinson		

CH \$240.00 3124624

<b>SIGNATURE:</b>	/ErikaRobinson/
<b>DATE SIGNED:</b>	07/31/2018
<b>Total Attachments: 5</b> source=SUGAR TMSA#page1.tif source=SUGAR TMSA#page2.tif source=SUGAR TMSA#page3.tif source=SUGAR TMSA#page4.tif source=SUGAR TMSA#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 31, 2018 (this “**Agreement**”), is made and entered into by and between **SUGARCRM INC.**, a Delaware corporation (“**Grantor**”), to and for the benefit of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** (“**GSSLG**”), as Collateral Agent under the Credit Agreement described below.

### RECITALS:

**WHEREAS**, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or the Pledge and Security Agreement, as applicable), by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG, as Administrative Agent and Collateral Agent; and

**WHEREAS**, pursuant to the terms of the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement to Collateral Agent, for the benefit of the Secured Parties.

**NOW, THEREFORE**, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

**1. Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, a continuing First Priority security interest in all of 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 its Trademarks to which it is a party, including, without limitation, those U.S. Trademarks referred to on Schedule 1 hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark.

**2. Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**3. Authorization to Supplement.** Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule 1 hereto to include any future

United States registered Trademarks or applications therefor of Grantor, which become Trademarks under the Pledge and Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.

**4. Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

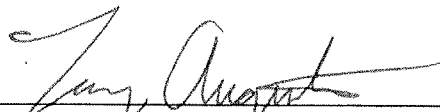
**5. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

[Remainder of Page Intentionally Blank]

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

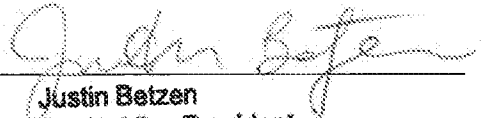
**GRANTOR:**

**SUGARCRM INC.**

By:   
Name: Larry Augustin  
Title: President and Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY  
COLLATERAL AGENT:**

**GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P.**

By:   
Name: Justin Betzen  
Title: Senior Vice President

SCHEDULE 1  
TO TRADEMARK SECURITY AGREEMENT

<b>TRADEMARK REGISTRATIONS</b>				
<u>Record Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Status</u>
SugarCRM Inc.	U.S.	SUGAR	3124624	Registered
SugarCRM Inc.	U.S.	SUGAR	3124826	Registered
SugarCRM Inc.	U.S.	SUGAR DASHLET	3529286	Registered
SugarCRM Inc.	U.S.	SUGARCRM	3124827	Registered
SugarCRM Inc.	U.S.	SUGARCRM	3008840	Registered
SugarCRM Inc.	U.S.	SUGARCRM and 3D Cube Design	4555991	Registered
SugarCRM Inc.	U.S.	3D Cube Design	4555992	Registered
SugarCRM Inc.	U.S.	Sugar PurePrice	4727533	Registered
SugarCRM Inc.	U.S.	Sugar UX	4780611	Registered