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#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM490731

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
DATANYZE, INC.		09/19/2018	Corporation: DELAWARE	

#### **RECEIVING PARTY DATA**

Name:	CRESCENT DIRECT LENDING, LLC, AS AGENT
Street Address:	100 Federal Street
Internal Address:	31st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4436357	DATANYZE
Registration Number:	5364529	DATANYZE

#### **CORRESPONDENCE DATA**

**Fax Number:** 6175269899

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:** 6175269628

**Email:** cslattery@proskauer.com

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP

Address Line 2:One International Place, 23rd FloorAddress Line 4:Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	22283 / 023		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	09/20/2018		

#### **Total Attachments: 5**

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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") is made as of this 19th day of September, 2018 by the undersigned "Grantor" (the "<u>Grantor</u>") in favor of CRESCENT DIRECT LENDING, LLC, a Delaware limited liability company, in its capacity as Agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) (in such capacity, "<u>Grantee</u>"):

#### WITNESSETH

WHEREAS, Zoom Information Inc., a Delaware corporation (the "Borrower"), the other Loan Parties from time to time party thereto, Grantee, and the financial institutions party thereto from time to time as Lenders have entered into a certain Credit Agreement dated as of August 11, 2017 (as amended by that certain First Amendment to Credit Agreement and Incremental Term Loan Joinder, dated as of July 10, 2018, that certain Second Amendment to Credit Agreement and Incremental Term Loan Joinder, dated as of the date hereof, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of the Borrower (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of August 11, 2017 among Grantee, the Borrower and the other Persons from time to time party thereto as "Grantors" (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement, including registrations and applications therefore) together with the goodwill of the business associated with Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations.

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

- 1. <u>Incorporation of Credit Agreement and Guarantee and Collateral Agreement</u>. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right,

TRADEMARK REEL: 006441 FRAME: 0576 title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "<u>Trademark Collateral</u>"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on <u>Schedule A</u> annexed hereto, together with any renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii) all income, royalties, products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement, misappropriation, violation, dilution or other impairment of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.
- 3. <u>Intent-To-Use Trademarks</u>. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.
- 4. <u>Governing Law</u>. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles
- 5. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

[Signature Pages Follow]

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

## **GRANTOR:**

DATANYZE, INC., a Delaware corporation

By: Ohn Rogers
Name: John Rogers

Title: Secretary and Treasurer

Agreed and accepted as of the date first written above:

# CRESCENT DIRECT LENDING, LLC, as Agent

By: Crescent Capital Group LP, its sole member

By: Name: Michael Rogers

Title: Managing Director

Name: Brian Ferguson.

Title: Vice President

## **SCHEDULE A**

## **U.S. Trademarks**

Country	Description /Title	Status	Registration Date	Registration Number
United States	DATANYZE	Registered	11/19/2013	4436357
United States	DATANYZE	Registered	12/26/2017	5364529

Foreign Trademarks

**RECORDED: 09/20/2018** 

Country	Description /Title	Status	Registration Date	Registration Number
International	DATANYZE	Registered	12/15/2014	1245079
Australia	DATANYZE	Registered	12/15/2014	1245079
European Union	DATANYZE	Registered	12/15/2014	1245079
Japan	DATANYZE	Registered	12/15/2014	1245079
Russia	DATANYZE	Registered	12/15/2014	1245079
Ukraine	DATANYZE	Registered	12/15/2014	1245079

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