

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508302

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Antares Capital LP, as Collateral Agent		02/01/2019	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rain King, LLC (f/k/a DiscoverOrg, Inc. f/k/a Rain King Software, Inc.)		
<b>Street Address:</b>	7700 Old Georgetown Road		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4261528	RAIN KING	
<b>Serial Number:</b>	87160271	SALES INTELLIGENCE REALIZED	
<b>Serial Number:</b>	87156817	RAIN KING SALES INTELLIGENCE REALIZED	
<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>	3125778467		
<b>Email:</b>	rebecca.paul@kattenlaw.com		
<b>Correspondent Name:</b>	Rebecca A. Paul c/o Katten Muchin		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Rebecca A. Paul		
<b>SIGNATURE:</b>	/Rebecca A. Paul/		
<b>DATE SIGNED:</b>	02/01/2019		
<b>Total Attachments: 3</b>			
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## **TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of February 1, 2019, by ANTARES CAPITAL LP, in its capacity as collateral agent for secured parties (in such capacity, "Collateral Agent") in favor of Rain King, LLC, a Delaware limited liability company (f/k/a DiscoverOrg, Inc., a Delaware corporation f/k/a Rain King Software, Inc., a Delaware corporation, "Pledgor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below), or if not defined therein, in the Credit Agreement (as defined in the Security Agreement).

### WITNESSETH:

WHEREAS, the Pledgor and Collateral Agent were parties to (i) that certain First Lien Security Agreement dated as of August 25, 2017 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), and (ii) that certain Trademark Security Agreement dated as of August 25, 2017 (the "Trademark Security Agreement") pursuant to which the Pledgor pledged and granted a security interest to Collateral Agent for the benefit of the Secured Parties in the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 25, 2017, at Reel 6138, Frame 0301; and

WHEREAS, Pledgor has requested that Collateral Agent execute and deliver this Release to evidence the termination and release of its security interest in the Trademark Collateral and to reassign any and all rights in the same to Pledgor.

NOW THEREFORE, for good and valuable consideration, including the Termination of the Secured Obligations, receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent, on behalf of itself and the other Secured Parties, hereby terminates, cancels, releases and discharges its Lien on and security interest in and to all of Pledgor's right, title and interest in, to and under the following (collectively the "Trademark Collateral"):

(a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

2. If Collateral Agent and/or any other Secured Party has acquired any right, title or interest in, to or under any of the Trademark Collateral, Collateral Agent (on behalf of itself and the other Secured Parties) hereby reassigns and conveys to the Pledgor, without any representation, recourse or undertaking by Collateral Agent, all such right, title and interest.

3. This Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to conflict of law principles that would require the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, Collateral Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.


ANTARES CAPITAL LP

A handwritten signature in black ink, appearing to read "Phillip Smith", written over a horizontal line.

By: \_\_\_\_\_  
Name: Phillip Smith  
Title: Duly Authorized Signatory

SCHEDULE 1  
to  
TRADEMARK RELEASE AND REASSIGNMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

<b>Pledgor</b>	<b>Trademark</b>	<b>Trademark application number</b>	<b>Trademark registration number</b>
Rain King Software, Inc.	RAIN KING	85618413	4261528
Rain King Software, Inc.	SALES INTELLIGENCE REALIZED	87160271	
Rain King Software, Inc.		87156817	