

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BDC, INC.		02/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DISCOVERORG DATA, LLC		
Street Address:	7700 OLD GEORGETOWN ROAD		
Internal Address:	SUITE 500		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20817		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4261528	RAINING	
Serial Number:	87160271	SALES INTELLIGENCE REALIZED	
Serial Number:	87156817	RAINING SALES INTELLIGENCE REALIZED	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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>			
Phone:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	32868.037		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	02/01/2019		
Total Attachments: 3			

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of February 1, 2019 (this “Release”), by GOLDMAN SACHS BDC, INC., a Delaware corporation, in its capacity as collateral agent for secured parties (in such capacity, “Collateral Agent”) in favor of DISCOVERORG DATA, LLC, a Delaware limited liability company (as successor in interest to Rain King, LLC, f/k/a DiscoverOrg, Inc., f/k/a Rain King Software, Inc., the “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 Second 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 0454; 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 Secured Obligations, the 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.

[Signature Page Follows]

SCHEDULE 1
to
TRADEMARK RELEASE AND REASSIGNMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Trademark application number	Trademark registration number
RAIN KING	85618413	4261528
SALES INTELLIGENCE REALIZED	87160271	
 RAIN KING Sales Intelligence Realized	87156817	