

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sailthru, Inc.		01/31/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc.		
Street Address:	400 Hamilton Ave, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4640249	CARNIVAL MOBILE MARKETING SUITE	
Registration Number:	4683918	CARNIVAL MOBILE	
Registration Number:	4683919	CARNIVAL	
Registration Number:	5169720	SAILTHRU CUSTOMER RETENTION CLOUD	
Registration Number:	4520698	SAILTHRU SMART DATA	
Registration Number:	4366897	SAILTHRU	
Registration Number:	4812043	SIGHTLINES	
CORRESPONDENCE DATA			
Fax Number:	2127158100		
<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:	212-715-9100		
Email:	kltrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Diane Torniali		
SIGNATURE:	/Diane Torniali/		
DATE SIGNED:	02/01/2019		

CH \$190.00 4640249

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of January 31, 2019 (this "Trademark Security Agreement"), is made by the Pledgor that is a signatory hereto (the "Pledgor"), in favor of HERCULES CAPITAL, INC., in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent"), pursuant to that certain Credit Agreement, dated as of September 29, 2017, as amended by that certain First Amendment to Credit Agreement, dated as of May 4, 2018, as amended by that certain Second Amendment to Credit Agreement, dated as of December 17, 2018, as amended by that certain Third Amendment to Credit Agreement, dated as of January 14, 2019, and as further amended, amended and restated, supplemented, waived or otherwise modified from time to time (the "Credit Agreement"), by and among SISTERCO INTERMEDIATE, INC., a Delaware corporation, as the initial borrower thereunder ("Initial Borrower"; Initial Borrower and each other Person from time to time party thereto as a borrower by execution of a Joinder Agreement, each individually a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), Initial Borrower, as Borrower Representative, SISTERCO HOLDINGS INC., a Delaware corporation, and each of the other Guarantors party thereto from time to time, the Lenders party hereto from time to time, and HERCULES CAPITAL, INC., as Administrative Agent and as Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of September 29, 2017 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all United States registered Trademarks and applications for Trademark registration of the Pledgor, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by the Pledgor, at the Pledgor's sole expense, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.


SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Pledgor hereto and the Collateral Agent have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAILTHRU, INC., as Pledgor

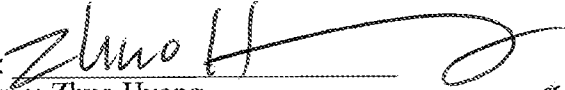
By: 
Name: Wellford Dillard
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006548 FRAME: 0572

Accepted and Agreed:

HERCULES CAPITAL, INC.,
as Collateral Agent

By: 
Name: Zhuo Huang
Title: Associate General Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006548 FRAME: 0573

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Sailthru, Inc.	4,640,249	Carnival Mobile Marketing Suite
Sailthru, Inc.	4,683,918	Carnival Mobile
Sailthru, Inc.	4,683,919	Carnival
Sailthru, Inc.	5,169,720	Sailthru Customer Retention Cloud
Sailthru, Inc.	4,520,698	Sailthru Smart Data
Sailthru, Inc.	4,366,897	Sailthru
Sailthru, Inc.	4,812,043	Sightlines

United States Trademark Applications:

None.