

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514294

<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>
ActiveCampaign, LLC		02/28/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC Bank USA		
<b>Street Address:</b>	120 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Illinois Banking Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5301294	ACTIVECAMPAIGN	
<b>Registration Number:</b>	5301292		
<b>Registration Number:</b>	4935812	ACTIVECAMPAIGN	
<b>Registration Number:</b>	3479833	ACTIVECAMPAIGN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129800765		
<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>	3122698000		
<b>Email:</b>	mhoffman@nge.com		
<b>Correspondent Name:</b>	Thomas C. McDonough		
<b>Address Line 1:</b>	Neal Gerber & Eisenberg LLP		
<b>Address Line 2:</b>	Two North LaSalle Street, Suite 1700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>ATTORNEY DOCKET NUMBER:</b>	025942.0025		
<b>NAME OF SUBMITTER:</b>	Thomas C. McDonough		
<b>SIGNATURE:</b>	/Thomas C. McDonough/		
<b>DATE SIGNED:</b>	03/14/2019		
<b>Total Attachments: 4</b>			

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source=activecampaign#page4.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as February 28, 2019, is made by ACTIVECAMPAIGN, LLC, a Delaware limited liability company (the "Grantor"), in favor of CIBC BANK USA ("Lender").

### RECITALS

WHEREAS, the Grantor, among others, has entered into a Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Lender, pursuant to which the Lender has agreed to make certain loans to Grantor and pursuant to which the Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below), to secure the payment of all amounts owing by the Loan Parties under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or license thereof (items 1 and 2 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and is subject to limitations set forth therein. Each of the Grantor and the Lender hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.


This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lender shall be deemed to be originals.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR:**

ACTIVECAMPAIGN, LLC

By: 

Name: Jason VandeBoom

Title: President & CEO


[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006591 FRAME: 0229**

Acknowledged and agreed to:

**LENDER:**

CIBC BANK USA

By: 

Name: Andrew Schwartz

Title: Managing Director, Innovation Banking Group

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006591 FRAME: 0230**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks

Reg. No.	Serial No.	Country	Status	Registration Date	Mark
5301294	87371772	USA	Live	10/3/2017	ActiveCampaign >
5301292	87371748	USA	Live	10/3/2017	>
4935812	86679788	USA	Live	4/12/2016	ActiveCampaign
3479833	77345888	USA	Dead	8/5/2008	ACTIVECAMPAIGN

Trademark Applications

None.