

900492012 04/01/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM516763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DemandBase, Inc.		03/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silver Lake Waterman Fund II, L.P., as agent		
Street Address:	2275 Sand Hill Road		
Internal Address:	Suite 100		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: DELAWARE <i>Limited Partnership</i>		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5358042	DEMANDBASE B2B MARKETING CLOUD	
Registration Number:	5127718	DEMANDBASE	
Registration Number:	4113469	DEMANDBASE STREAM	
Registration Number:	4574478	SPIDERBOOK	
Registration Number:	4474235		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	bfriesen@wsgr.com		
Correspondent Name:	Barbara Friesen		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
NAME OF SUBMITTER:	Barbara Friesen		
SIGNATURE:	/Barbara Friesen/		
DATE SIGNED:	04/01/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*"), dated as of March 29, 2019, is executed by DEMANDBASE, INC., a Delaware corporation (*Grantor*), in favor of SILVER LAKE WATERMAN FUND II, L.P., a Delaware limited partnership, as agent ("*Agent*") on behalf of certain lenders ("*Lenders*").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the "*Loans*") to Grantor, in the amounts and manner set forth in that certain Loan and Security Agreement by and among, Grantor, Agent and Lenders dated May 16, 2017 (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) of Grantor to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement and the Transaction Documents, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "*Intellectual Property Collateral*"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "*Copyrights*");

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "*Patents*"); and

(c) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "*Trademarks*").

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Grantor hereby authorizes Agent to modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent and the Lenders with respect to

the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies

5. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

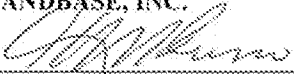
6. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Agent's address is: 2275 Sand Hill Road, Suite 100
Menlo Park, CA 94025

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first above written.

DEMANDBASE, INC.

By: 

Name: Anthony M. Russo

Title: Chief Financial Officer

[Signature page to Intellectual Property Security Agreement]

SCHEDULE A

COPYRIGHTS

No registered Copyrights

SCHEDULE B

PATENTS

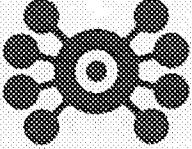
Short title	Patent No.	Serial. No.	Filed	Status
Super SID	N/A	15/216,672	7/21/2016	Active Nonprovisional Patent Application
Job function / Personas / Cross- device targeting	N/A	15/078,943	3/23/2016	Active Provisional Patent Application
Method, Device and Computer Program Product for Identifying Visitors of Websites	7,620,655	10/839,252	5/6/2004	Issued: 11/17/2009
Mapping Network Addresses To Organizations	8,412,847	12/916,448	10/29/2010	Issued: 4/2/2013
Mapping Network Addresses to Organizations	9,419,850	13/781,099	2/28/2013	Issued: 8/16/2016
Paid Search / Display Ads	N/A	61/656,839	6/5/2013	Converted to non- provisional application, case 19747
CAC (Company Auto-Complete)	N/A	61/693,732	8/27/2012	Converted to non- provisional application, case 24365

Short title	Patent No.	Serial. No.	Filed	Status
Organization-Specific Advertising Limits	N/A	61/777,552	3/12/2013	Converted to non-provisional application, case 26241
Job function / Personas / Cross-device targeting	N/A	62/138,930	3/26/2015	Converted to non-provisional application, case 33282
Super SID	N/A	62/198,636	7/29/2015	Converted to non-provisional application, case 33941
Organization-Specific Advertising Limits	N/A	14/207,262	3/4/2014	Abandoned
Paid Search / Display Ads	N/A	13/911,034	6/5/2013	Abandoned
Company Auto-Complete	N/A	14/011,034	8/27/2013	Abandoned
Account Watch	N/A	13/283,859	10/28/2011	Abandoned

SCHEDULE C

TRADEMARKS

The Company has applied for the following registered trademarks with the status indicated below:

Registration Number	Jurisdiction	Mark	Owner
5358042	U.S.	DEMANDBASE B2B MARKETING CLOUD	Demandbase, Inc.
5127718	U.S.	DEMANDBASE	Demandbase, Inc.
4113469	U.S.	DEMANDBASE STREAM	Demandbase, Inc.
4574478	U.S.	SPIDERBOOK	Spiderbook, Inc.
4474235	U.S.	 (Spiderbook Logo)	Spiderbook, Inc.