

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sailthru, Inc.		05/06/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., as collateral agent		
Street Address:	400 Hamilton Avenue, 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:	4683919	CARNIVAL	
Registration Number:	4683918	CARNIVAL MOBILE	
Registration Number:	4640249	CARNIVAL MOBILE MARKETING SUITE	
Registration Number:	4366897	SAILTHRU	
Registration Number:	5169720	SAILTHRU CUSTOMER RETENTION CLOUD	
Registration Number:	4520698	SAILTHRU SMART DATA	
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:	05/08/2019		

CH \$190.00 4683919

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 6, 2019 (this "Agreement"), among SAILTHRU, INC. (the "Grantor") and HERCULES CAPITAL, INC., as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Second Lien Credit Agreement, dated as of May 6, 2019 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CM 2019 (UK) LIMITED, a limited liability company incorporated under the laws of England and Wales with registered number 1190370, CAMPAIGN MONITOR (UK) LIMITED, a limited liability company incorporated under the laws of England and Wales with registered number 09469048 (the "Lead Borrower"), SISTERCO HOLDINGS, INC., a Delaware corporation (the "U.S. Borrower", and together with the Lead Borrower, the "Borrowers"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and HERCULES CAPITAL, INC., as the administrative agent, and (b) that certain Second Lien Collateral Agreement, dated as of May 6, 2019 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement"), among the Borrowers, the Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of a Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Second Lien Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

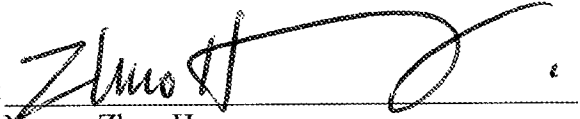
SAILTHRU, INC., as Grantor

By:  _____
Name: Mike Vantusko
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006640 FRAME: 0550

HERCULES CAPITAL, INC., as Collateral Agent

By: 

Name: Zhuo Huang

Title: Associate General Counsel

Schedule I

Trademark Registrations

Grantor	Mark Name	Application No.	File Date	Registration No	Registration Date
Sailthru, Inc.	CARNIVAL	86227027	20-MAR-2014	4683919	10-FEB-2015
Sailthru, Inc.	CARNIVAL MOBILE	86227010	20-MAR-2014	4683918	10-FEB-2015
Sailthru, Inc.	CARNIVAL MOBILE MARKETING SUITE	86226993	20-MAR-2014	4640249	18-NOV-2014
Sailthru, Inc.	SAILTHRU	85628560	17-MAY-2012	4366897	16-JUL-2013
Sailthru, Inc.	SAILTHRU CUSTOMER RETENTION CLOUD	87026280	05-MAY-2016	5169720	28-MAR-2017
Sailthru, Inc.	SAILTHRU SMART DATA	86024310	31-JUL-2013	4520698	29-APR-2014
Sailthru, Inc.	SIGHTLINES	86526223	05-FEB-2015	4812043	15-SEP-2015

Trademark Applications

None.