

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522773

|   |  |                                   |                    |
|---|--|-----------------------------------|--------------------|
| <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> |
| SAILTHRU, INC.  |  | 05/06/2019                        | Corporation:       |
| <b>RECEIVING PARTY DATA</b>   |  |                                   |                    |
| <b>Name:</b>  | Barings Finance LLC, as Collateral Agent |                                   |                    |
| <b>Street Address:</b>  | 300 South Tryon Street, Suite 250        |                                   |                    |
| <b>City:</b>  | Charlotte                                |                                   |                    |
| <b>State/Country:</b>   | NORTH CAROLINA                           |                                   |                    |
| <b>Postal Code:</b>   | 28202                                    |                                   |                    |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE      |                                   |                    |
| <b>PROPERTY NUMBERS Total: 7</b>  |  |                                   |                    |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>                  |                    |
| <b>Registration Number:</b>   | 4683919                                  | CARNIVAL                          |                    |
| <b>Registration Number:</b>   | 4683918                                  | CARNIVAL MOBILE                   |                    |
| <b>Registration Number:</b>   | 4640249                                  | CARNIVAL MOBILE MARKETING SUITE   |                    |
| <b>Registration Number:</b>   | 4366897                                  | SAILTHRU                          |                    |
| <b>Registration Number:</b>   | 5169720                                  | SAILTHRU CUSTOMER RETENTION CLOUD |                    |
| <b>Registration Number:</b>   | 4520698                                  | SAILTHRU SMART DATA               |                    |
| <b>Registration Number:</b>   | 4812043                                  | SIGHTLINES                        |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                                   |                    |
| <b>Fax Number:</b>  | 2149813400                               |                                   |                    |
| <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>   | 214-981-3483                             |                                   |                    |
| <b>Email:</b>   | dclark@sidley.com                        |                                   |                    |
| <b>Correspondent Name:</b>  | Dusan Clark, Esq.                        |                                   |                    |
| <b>Address Line 1:</b>  | Sidley Austin LLP                        |                                   |                    |
| <b>Address Line 2:</b>  | 2021 McKinney Ave., Suite 2000           |                                   |                    |
| <b>Address Line 4:</b>  | Dallas, TEXAS 75201                      |                                   |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 34632-50020                              |                                   |                    |
| <b>NAME OF SUBMITTER:</b>   | Dusan Clark                              |                                   |                    |
| <b>SIGNATURE:</b>   | /Dusan Clark/                            |                                   |                    |

CH \$190.00 4683919

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 05/09/2019 |
|---------------------|------------|

**Total Attachments: 5**

source=CM Group - Trademark Security Agreement (Sailthru, Inc.) (EXECUTED) 243108144\_1 (3)#page1.tif  
source=CM Group - Trademark Security Agreement (Sailthru, Inc.) (EXECUTED) 243108144\_1 (3)#page2.tif  
source=CM Group - Trademark Security Agreement (Sailthru, Inc.) (EXECUTED) 243108144\_1 (3)#page3.tif  
source=CM Group - Trademark Security Agreement (Sailthru, Inc.) (EXECUTED) 243108144\_1 (3)#page4.tif  
source=CM Group - Trademark Security Agreement (Sailthru, Inc.) (EXECUTED) 243108144\_1 (3)#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 6, 2019 (this “Agreement”), among SAILTHRU, INC. (the “Grantor”) and BARINGS FINANCE LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain First 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, the Issuing Banks from time to time party thereto and BARINGS FINANCE LLC, as the administrative agent, and (b) that certain First Lien Collateral Agreement, dated as of May 6, 2019 (as amended, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among the Borrowers, the Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks 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 the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First 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 First 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. First 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 First 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 First Lien Collateral Agreement, the terms of the First 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.

[Remainder of Page Intentionally Left Blank]

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: 006641 FRAME: 0229**

**BARINGS FINANCE LLC, as Collateral  
Agent**

By   
Name: L. Max McEwen  
Title: Managing Director

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.