

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM529811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acoustic, L.P.		06/28/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	2001 Ross ave., Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2583711	DEMANDTEC	
Registration Number:	2492203	TEALEAF	
Registration Number:	3426303		
Registration Number:	4248728	SNOOZE	
Registration Number:	3743962	SILVERPOP ENGAGE	
Registration Number:	4476958	S SILVERPOP	
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>			
Phone:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	14868.515032		
NAME OF SUBMITTER:	Steven Sheesley		
SIGNATURE:	//Steven Sheesley//		

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DATE SIGNED:	06/28/2019
Total Attachments: 5 source=Scotch - Trademark Security Agreement (Executed)#page1.tif source=Scotch - Trademark Security Agreement (Executed)#page2.tif source=Scotch - Trademark Security Agreement (Executed)#page3.tif source=Scotch - Trademark Security Agreement (Executed)#page4.tif source=Scotch - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2019, (this “**Agreement**”) by **ACOUSTIC, L.P.**, a Delaware limited partnership (the “**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for the Holders.

WITNESSETH:

WHEREAS, reference is made to that certain Note Purchase Agreement, dated as of June 28, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among Grantor, Acoustic Intermediate, L.P., a Delaware limited liability company (“**Holdings**”), Acoustic GP, LLC, a Delaware limited liability company, the other note parties party thereto, certain of their respective Subsidiaries, as Guarantors, the purchasers of Notes party thereto from time to time (the “**Holders**”), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Note Agent and Collateral Agent, the Holders have agreed to purchase certain Notes from Grantor;

WHEREAS, Note Agent and the Holders are willing to purchase the Notes and make certain financial accommodations as provided for in the Note Purchase Agreement, upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Holders, that certain Pledge and Security Agreement dated as of June 28, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Holders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders and for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application under applicable federal law;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Holders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of 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.
4. COUNTERPARTS. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
5. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
6. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

[Remainder of Page Intentionally Left Blank]

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

ACOUSTIC, L.P.

By: Acoustic GP, LLC, its general partner

By:  _____

Name: Chris Litchford


Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006681 FRAME: 0573

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as the Collateral Agent

By: 
Name: Justin Betzen
Title: Sr. Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006681 FRAME: 0574

Schedule I
Trademarks

Registered Trademarks:

Trademark	Registration Number	Registration Date
DEMANDTEC	2583711	June 18, 2002
TEALEAF	2492203	September 25, 2001
TEALEAF DESIGN	3426303	May 13, 2008
SNOOZE	4248728	November 27, 2012
SILVERPOP ENGAGE	3743962	February 2, 2010
S SILVERPOP and Design	4476958	February 4, 2014

Trademark Licenses: None.