

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aprimo Marketing Operations UK Ltd.		08/06/2019	Company: ENGLAND AND WALES
Aprimo US LLC		08/06/2019	Limited Liability Company: DELAWARE
Revenew, Inc.		08/06/2019	Corporation: DELAWARE
Aprimo Belgium NV		08/06/2019	Limited Liability Company: BELGIUM
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, London Branch		
Street Address:	33 King William Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4R 9AT		
Entity Type:	National Banking Association: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2666470	APRIMO	
Registration Number:	2595042	APRIMO	
Registration Number:	4459480	CHANNEL NETWORKING	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	058438.14-0756		
NAME OF SUBMITTER:	Felicia D. Gordon		

CH \$90.00 2666470

SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	08/16/2019
Total Attachments: 8 source=Trademark Security Agreement - Aprimo#page1.tif source=Trademark Security Agreement - Aprimo#page2.tif source=Trademark Security Agreement - Aprimo#page3.tif source=Trademark Security Agreement - Aprimo#page4.tif source=Trademark Security Agreement - Aprimo#page5.tif source=Trademark Security Agreement - Aprimo#page6.tif source=Trademark Security Agreement - Aprimo#page7.tif source=Trademark Security Agreement - Aprimo#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 6th day of August, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION, LONDON BRANCH** (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 6, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among MEMO UK HOLDINGS LTD, a company incorporated under the laws of England and Wales with registered number 10156227 (“Parent”), APRIMO MARKETING OPERATIONS UK LTD, a company incorporated under the laws of England and Wales with registered number 10162761 (“Aprimo UK” and, together with any other Person that joins the Credit Agreement as a Borrower in accordance with the terms thereof, each individually a “Borrower”, and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its permitted successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 6, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”), the UK Security Agreement or the Belgian Security Documents, as applicable; and

WHEREAS, pursuant to the Guaranty and Security Agreement the UK Security Agreement or the Belgian Security Documents, as applicable, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement, the UK Security Agreement or the Belgian Security Documents, as applicable, or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations or the Secured Liabilities, as applicable, a continuing security interest (referred to in this Trademark Security Agreement as the “Security”

Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks including those referred to on Schedule I and all Trademark Intellectual Property Licenses to which it is a party;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS AND SECURED LIABILITIES. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations and the Secured Liabilities, as applicable, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and the Secured Liabilities, as applicable, and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement, the UK Security Agreement, and the Belgian Security Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the UK Security Agreement or the Belgian Security Documents, as applicable. To the extent there is any inconsistency between this Trademark Security Agreement, on the one hand, and the Guaranty and Security Agreement, the UK Security Agreement or the Belgian Security Documents, as applicable, on the other hand, the Guaranty and Security Agreement, the UK Security Agreement or the Belgian Security Documents, as applicable, shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed

counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER, SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

APRIMO MARKETING OPERATIONS UK LTD, a company incorporated under the laws of England and Wales with registered number 10162761

By: 
Name: Nathan Eugene Pingelton
Title: Director

APRIMO US LLC, a Delaware limited liability company

By: 
Name: Nathan Eugene Pingelton
Title: President

REVENUEW, INC., a Delaware corporation

By: _____
Name: John Stammen
Title: Chief Executive Officer and President

APRIMO BELGIUM NV, a limited liability company (*naamloze vennootschap*) incorporated under the laws of Belgium and registered with the Crossroads Bank for Enterprises under number 0436.705.876

By: _____
Name: Michael W. Nelson
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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By:  _____
Name: John Stammen
Title: Chief Executive Officer and President

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By: _____
Name: Michael W. Nelson
Title: Managing Director

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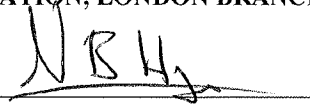
By:  _____
Name: Michael W. Nelson
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, LONDON BRANCH**

By: 

Name:

Title:

**N B HOGG
AUTHORISED
SIGNATORY**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006722 FRAME: 0028**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MarkName	Country	Grantor	Reg Date	Reg No	Status
APRIMO	European Union	Aprimo Marketing Operations UK Ltd.	09/24/2001	001603380	Registered
APRIMO	Japan	Aprimo Marketing Operations UK Ltd.	08/16/2002	4595284	Registered
APRIMO	Mexico	Aprimo Marketing Operations UK Ltd.	10/30/2001	720677	Registered
APRIMO	Mexico	Aprimo Marketing Operations UK Ltd.	02/25/2003	780061	Registered
APRIMO	Mexico	Aprimo Marketing Operations UK Ltd.	07/07/2001	707681	Registered
APRIMO	Singapore	Aprimo Marketing Operations UK Ltd.	11/12/1999	T0006400C	Registered
APRIMO	Singapore	Aprimo Marketing Operations UK Ltd.	11/12/1999	T0006398H	Registered
APRIMO	Singapore	Aprimo Marketing Operations UK Ltd.	11/12/1999	T0006399F	Registered
APRIMO	United States	Aprimo Marketing Operations UK Ltd.	12/24/2002	2,666,470	Registered
APRIMO	United States	Aprimo Marketing Operations UK Ltd.	07/16/2002	2,595,042	Registered
APRIMO MARKETING STUDIO	Australia	Aprimo Marketing Operations UK Ltd.	11/23/2009	1332710	Registered
APRIMO MARKETING STUDIO	Canada	Aprimo Marketing Operations UK Ltd.	12/14/2010	TMA784,79 9	Registered
APRIMO MARKETING STUDIO	European Union	Aprimo Marketing Operations UK Ltd.	05/24/2010	008706236	Registered
ADAM	Benelux	Aprimo Belgium NV	9/12/2005	R 773570	Registered
ADAM & Design	Benelux	Aprimo Belgium NV	9/12/2005	R 773571	Registered
ADAM & Design (Media Intelligent Logo)	Benelux	Aprimo Belgium NV	8/7/2007	R 824853	Registered
ADAM	WIPO	Aprimo Belgium NV	2/15/2013	1160691	Registered
Van Gennep	Benelux	Aprimo Belgium NV	9/10/2012	920369	Registered
CHANNEL NETWORKING	United States	Revenew, Inc.	12/31/2013	4,459,480	Registered