

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ventiv Technology Inc.		09/03/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5546144	VENTIV TECHNOLOGY	
Registration Number:	2828599	IVOS	
Registration Number:	2655762	RISKCONSOLE	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	09/03/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 3, 2019, (this “Agreement”), by David Corporation, a California corporation, and Ventiv Technology Inc., a California corporation, (each, a “Grantor”) in favor of Antares Capital LP (“Antares”), in its capacities as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of September 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in the Credit Agreement dated as of September 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among Ventiv Midco, Inc., a Delaware corporation (“Holdings”), Ventiv Technology Companies, Inc., a Delaware corporation (“VTCI”) and Ventiv Technology Inc., a California corporation (“VTI”), Ventiv Holdco, Inc., a Delaware corporation (the “Lead Borrower” and together with VTCI and VTI, each individually a “Borrower” and together the “Borrowers”), the Lenders from time to time party thereto, the Agent and Antares Holdings LP, as Swingline Lender). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

DAVID CORPORATION

By: 

Name: David Evans

Title: Secretary

VENTIV TECHNOLOGY INC.

By: 

Name: David Evans

Title: Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006735 FRAME: 0514

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: 
Name: Brandon Morris
Title: Duly Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006735 FRAME: 0515

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER / DATE	TRADEMARK
David Corporation	5702941 3/19/2019	NAVRISK VISION
David Corporation	5165123 3/21/2017	RMIS INSIGHTS
David Corporation	3526752 11/4/2008	NAVRISK
Ventiv Technology Inc.	5546144 8/21/2018	VENTIV TECHNOLOGY
Ventiv Technology Inc.	2828599 3/30/2004	IVOS
Ventiv Technology Inc.	2655762 12/3/2002	RISKCONSOLE

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.