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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM548709

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LATTICE ENGINES, INC.		10/29/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	50 SOUTH SIXTH STREET
Internal Address:	SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3970575	SALESPRISM
Registration Number:	4025125	LATTICE ENGINES
Registration Number:	4027978	PLAYMAKER

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

Phone: 3128628738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki
Address Line 1: 300 N. LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	46431-1
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	11/08/2019

Total Attachments: 5

TRADEMARK REEL: 006792 FRAME: 0604

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2019 (this "Agreement"), by and between LATTICE ENGINES, INC., a Delaware corporation (the "Grantor") and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent for the Notes (as defined in the Indenture (defined below)) (in such capacity, the "Collateral Agent").

Reference is made to (a) the Indenture, dated as of February 8, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), by and between The Dun & Bradstreet Corporation, a Delaware corporation (the "Issuer") and Wilmington Trust, National Association, as the trustee for the Notes and the Collateral Agent and (b) the Security Agreement dated as of February 8, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Issuer, the Subsidiary Guarantors (as defined therein) from time to time party thereto and the Collateral Agent. The undersigned Grantor is executing this Agreement in accordance with the requirements of the Indenture and the Security Agreement in order to induce the Holders to purchase the Notes and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. 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 payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Notes Secured Parties (as defined in the Indenture), a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark. 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" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. <u>Security Agreement</u>. 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 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. <u>Termination</u>. Subject to Section 7.12 of the Security Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and Security Interest in the Trademark Collateral under this Agreement.

SECTION 5. <u>Authorization</u>. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

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- SECTION 6. <u>Counterparts</u>. 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 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.
- SECTION 8. <u>Conflicts</u>. Notwithstanding anything contrary contained herein, in the event of any conflict or inconsistency between this Agreement and the Indenture, the terms of the Indenture shall govern and control.
- SECTION 9. <u>Concerning the Collateral Agent</u>. Wilmington Trust, National Association is entering this Agreement solely in its capacity as "Notes Collateral Agent" under the Indenture, and in acting hereunder, shall be entitled to all of the rights, privileges, immunities and indemnities granted to the "Notes Collateral Agent" in the Indenture as if such rights, privileges, immunities and indemnities were set forth herein.

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

LATTICE ENGINES, INC.

Ву

Name: Stephen Daffron

Title: President

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

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

By:

Name: Title:

Jane Y. Schweig

de: Vice Preside

Schedule I

U.S. Trademark Registrations and Applications

RECORDED: 11/08/2019

Owner	Trademark		Registration Date
Lattice Engines, Inc.	SALESPRISM	3970575	05/31/2011
Lattice Engines, Inc.	LATTICE ENGINES	4025125	09/13/2011
Lattice Engines, Inc.	PLAYMAKER	4027978	09/20/2011

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