

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM573703

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Urban Airship, Inc.		04/01/2020	Corporation: DELAWARE
Apptimize, LLC		04/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5945630	AIRSHIP	
<b>Registration Number:</b>	4259471	GOOD PUSH	
<b>Registration Number:</b>	4073822	RICH PUSH	
<b>Registration Number:</b>	3802525	URBAN AIRSHIP	
<b>Registration Number:</b>	5048117	URBAN AIRSHIP	
<b>Registration Number:</b>	5048119		
<b>Registration Number:</b>	5186716	APPTIMIZE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2027395866		
<b>Email:</b>	felicia.gordon@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	058438.14.0793		
<b>NAME OF SUBMITTER:</b>	Felicia D. Gordon		

CH \$190.00 5945630

<b>SIGNATURE:</b>	/Felicia D. Gordon/
<b>DATE SIGNED:</b>	04/27/2020
<b>Total Attachments: 8</b> source=Airship - Trademark Security Agreement#page1.tif source=Airship - Trademark Security Agreement#page2.tif source=Airship - Trademark Security Agreement#page3.tif source=Airship - Trademark Security Agreement#page4.tif source=Airship - Trademark Security Agreement#page5.tif source=Airship - Trademark Security Agreement#page6.tif source=Airship - Trademark Security Agreement#page7.tif source=Airship - Trademark Security Agreement#page8.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 1st day of April, 2020, 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**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its 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 April 1, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **URBAN AIRSHIP, INC.**, a Delaware corporation (together with those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), 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;

**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 April 1, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the 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 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, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, 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 and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(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. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, 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 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. 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 terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement 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 shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, 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, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT

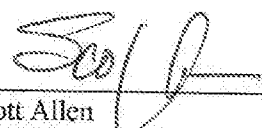
TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

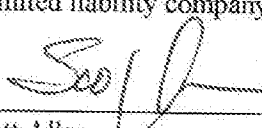
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

URBAN AIRSHIP, INC.,  
a Delaware corporation

By:   
Name: Scott Allen  
Title: Chief Financial Officer

APPTIMIZE, LLC,  
a Delaware limited liability company

By:   
Name: Scott Allen  
Title: Manager

[Signature page to Trademark Security Agreement]

TRADEMARK  
REEL: 006923 FRAME: 0907

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
a national banking association

By:   
Name: Anna Bellinghausen  
Title: Director

[Signature page to Trademark Security Agreement]

TRADEMARK  
REEL: 006923 FRAME: 0908

**SCHEDULE I**  
to

**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Trademark</b>	<b>Country</b>	<b>App. Date</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
Urban Airship, Inc.	AIRSHIP	Australia	2/28/2019	A0083766	2/28/2019	2001067 / IR 145
Urban Airship, Inc.	AIRSHIP	Brazil	3/22/2019	916971040	11/5/2019	916971040
Urban Airship, Inc.	AIRSHIP	Brazil	3/22/2019	916971066	11/5/2019	916971066
Urban Airship, Inc.	AIRSHIP	Brazil	3/22/2019	916971007		
Urban Airship, Inc.	AIRSHIP	Canada	3/20/2019	1952589		
Urban Airship, Inc.	AIRSHIP	China	2/28/2019	A0083766		IR 1459684
Urban Airship, Inc.	AIRSHIP	EUTM	9/21/2018	017960061	1/23/2019	017960061
Urban Airship, Inc.	AIRSHIP	India	2/28/2019	A0083766		IR 1459684
Urban Airship, Inc.	AIRSHIP	Israel	2/28/2019	A0083766	2/28/2019	IR 1459684
Urban Airship, Inc.	AIRSHIP	Japan	2/28/2019	A0083766		IR 1459684
Urban Airship, Inc.	AIRSHIP	Mexico	2/28/2019	2190311 / A00837	2/28/2019	2068069 / IR 145
Urban Airship, Inc.	AIRSHIP	Mexico	2/28/2019	2190312 / A00837	2/28/2019	2068070 / IR 145
Urban Airship, Inc.	AIRSHIP	Mexico	2/28/2019	2190310 / A00837	2/28/2019	2068068 / IR 145
Urban Airship, Inc.	AIRSHIP	New Zealand	2/28/2019	1117761 / A00837		IR 1459684
Urban Airship, Inc.	AIRSHIP	Norway	2/28/2019	A0083766		IR 1459684
Urban Airship, Inc.	AIRSHIP	Singapore	2/28/2019	A0083766	2/28/2019	IR 1459684
Urban Airship, Inc.	AIRSHIP	South Korea	2/28/2019	A0083766		IR 1459684



Grantor	Trademark	Country	App. Date	App. No.	Reg. Date	Reg. No.
Urban Airship, Inc.	AIRSHIP	Switzerland	2/28/2019	A0083766	2/28/2019	IR 1459684
Urban Airship, Inc.	AIRSHIP	Turkey	2/28/2019	A0083766	2/28/2019	IR 1459684
Urban Airship, Inc.	AIRSHIP	United States	10/18/2018	88160760	12/24/2019	5945630
Urban Airship, Inc.	AIRSHIP	WIPO	2/28/2019	A0083766	2/28/2019	IR 1459684
Urban Airship, Inc.	AIRSHIP Logo	Australia	9/26/2019	A0090034		IR 1499374
Urban Airship, Inc.	AIRSHIP Logo	Brazil	9/27/2019	918325510		
Urban Airship, Inc.	AIRSHIP Logo	Brazil	9/27/2019	918325617		
Urban Airship, Inc.	AIRSHIP Logo	Brazil	9/27/2019	918325471		
Urban Airship, Inc.	AIRSHIP Logo	Canada	9/26/2019	A0090034		IR 1499374
Urban Airship, Inc.	AIRSHIP Logo	China	9/26/2019	A0090034		IR 1499374
Urban Airship, Inc.	AIRSHIP Logo	EUTM				
Urban Airship, Inc.	AIRSHIP Logo	India	9/26/2019	A0090034		IR 1499374
Urban Airship, Inc.	AIRSHIP Logo	Israel	9/26/2019	A0090034		IR 1499374
Urban Airship, Inc.	AIRSHIP Logo	Japan	9/26/2019	A0090034		IR 1499374
Urban Airship, Inc.	AIRSHIP Logo	Mexico	9/26/2019	A0090034		IR 1499374
Urban Airship, Inc.	AIRSHIP Logo	New Zealand	9/26/2019	1135087 / A00900		IR 1499374
Urban Airship, Inc.	AIRSHIP Logo	Norway	9/26/2019	A0090034		IR 1499374
Urban Airship, Inc.	AIRSHIP Logo	Singapore	9/26/2019	A0090034		IR 1499374
Urban Airship, Inc.	AIRSHIP Logo	South Korea	9/26/2019	A0090034		IR 1499374
Urban Airship, Inc.	AIRSHIP Logo	Switzerland	9/26/2019	A0090034		IR 1499374
Urban Airship, Inc.	AIRSHIP Logo	Turkey	9/26/2019	A0090034		IR 1499374
Urban Airship, Inc.	AIRSHIP Logo	United Kingdom				
Urban Airship, Inc.	AIRSHIP Logo	WIPO	9/26/2019	A0090034	9/26/2019	IR 1499374
Urban Airship, Inc.	AIRSHIP Logo (in color)	EUTM	4/5/2019	018048550	8/10/2019	018048550
Urban Airship, Inc.	AIRSHIP Logo (in color)	United Kingdom	4/8/2019	3390454	6/21/2019	3390454

Grantor	Trademark	Country	App. Date	App. No.	Reg. Date	Reg. No.
Urban Airship, Inc.	GOOD PUSH	United States	2/17/2012	85546370	12/11/2012	4259471
Urban Airship, Inc.	MOBILE SURFACE AREA	United States	10/2/2015	86776266		
Urban Airship, Inc.	RICH PUSH	United States	5/3/2011	85311553	12/20/2011	4073822
Urban Airship, Inc.	URBAN AIRSHIP	Brazil	5/23/2016	911076573	6/5/2018	911076573
Urban Airship, Inc.	URBAN AIRSHIP	Brazil	5/23/2016	911076611	6/5/2018	911076611
Urban Airship, Inc.	URBAN AIRSHIP	Brazil	5/23/2016	911076549	11/19/2019	911076549
Urban Airship, Inc.	URBAN AIRSHIP	Canada	5/20/2016	1783554	10/24/2019	TMA1060487
Urban Airship, Inc.	URBAN AIRSHIP	EUTM	11/23/2015	014823892	5/11/2016	014823892
Urban Airship, Inc.	URBAN AIRSHIP	India	3/28/2005	1347167	3/28/2015	1347167
Urban Airship, Inc.	URBAN AIRSHIP	United Kingdom	11/23/2015	3137394	3/18/2016	3137394
Urban Airship, Inc.	URBAN AIRSHIP	United States	10/13/2009	77847594	6/15/2010	3802525
Urban Airship, Inc.	URBAN AIRSHIP	United States	9/18/2015	86761422	9/27/2016	5048117
Urban Airship, Inc.	URBAN AIRSHIP Logo	United States	9/18/2015	86761533	9/27/2016	5048119
Appimize, LLC	APPTIMIZE	United States	3/4/2013	85865776	4/18/2017	5186716

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