

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM577995

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DUN & BRADSTREET, INC.,		05/21/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral agent		
<b>Street Address:</b>	50 South Sixth Street,		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5993888	WE ARE TEACHERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128623837		
<b>Email:</b>	raza.siddiqui@kirkland.com		
<b>Correspondent Name:</b>	Raza Siddiqui, Senior Paralegal		
<b>Address Line 1:</b>	300 N. LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	46431-1		
<b>NAME OF SUBMITTER:</b>	Raza Siddiqui		
<b>SIGNATURE:</b>	/razasiddiqui/		
<b>DATE SIGNED:</b>	05/26/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2020 (this “**Agreement**”), between DUN & BRADSTREET, INC., a Delaware corporation (the “**Grantor**”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent for the Notes (as defined in the Indenture) (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**”), 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 Holders (as defined in the Indenture) have agreed to purchase the Notes from the Issuer subject to the terms and conditions set forth in the Indenture. The Grantor is willing to execute and deliver this Agreement in order to induce the Holders to purchase the Notes. Accordingly, 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 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 the 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. Security Agreement. 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. Termination. 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. Authorization. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Counterparts. 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. Conflicts. 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. Concerning the Collateral Agent. 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.

DUN & BRADSTREET, INC.

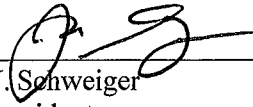
By   
Name: Debra McCann  
Title: Vice President and Treasurer

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent

By: \_\_\_\_\_

Name: Jane Y. Schweiger

Title: Vice President



## Schedule I

### U.S. Trademark Registrations and Applications

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Expiry	Class	Status	Current Owner of Record
1.	WE ARE TEACHERS	USA	88273571 Jan. 23, 2019	5993888 Feb. 25, 2020	Feb. 25, 2030	9,35,41,44	Registered	Dun & Bradstreet, Inc.