

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diligent Corporation		08/04/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86200004	BOARDMAX	
Serial Number:	87028044	BOARDMAX	
Serial Number:	85850434	BOARDPAQ	
Serial Number:	87366837	DILIGENT	
Serial Number:	88711854	DILIGENT GOVERNANCE CLOUD	
Serial Number:	88005545	DILIGENT INSIGHTS	
Serial Number:	87025028	DIRECTORPOINT	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 THIRD AVE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	053644-0146		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		

OP \$190.00 86200004

DATE SIGNED:	08/04/2020
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2020 (this “Agreement”), among DILIGENT CORPORATION, a Delaware corporation (the “Grantor”) and GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Amended and Restated Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Diamond Parent Midco Inc., a Delaware corporation (“Holdings”), Diligent Corporation, a Delaware corporation (the “U.S. Borrower”), Diligent Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée), with registered office at 2, rue Hildegard von Bingen, L-1282 Luxembourg and in the process of registration with the Luxembourg Register of Commerce and Companies (the “Luxco Borrower”), Diligent Sterling, LLC, a Delaware limited liability company (the “U.S. Co-Borrower”, and together with the U.S. Borrower and the Luxco Borrower, the “Borrowers”), the LENDERS and ISSUING BANKS party thereto and Golub Capital Markets, LLC (“Golub”), as Administrative Agent and Collateral Agent, and (b) the Collateral Agreement dated as of April 14, 2016 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among DIAMOND PARENT HOLDINGS, CORP., a Delaware corporation, the U.S. Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this 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 hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. 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” or an “Amendment to

Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

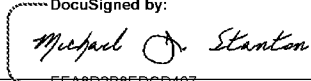
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

DILIGENT CORPORATION, as Grantor

By  _____
Name: Michael J. Stanton
Title: Chief Financial Officer

**GOLUB CAPITAL MARKETS LLC, as
Collateral Agent**

By _____
Name:
Title:

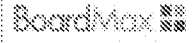
**GOLUB CAPITAL MARKETS LLC, as
Collateral Agent**

By _____

Name: Robert G. Tuhscherer

Title: Managing Director

Schedule I

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Comments Liens	Owner Name
BOARDMAX	U.S Federal	Registered	86200004 February 21, 2014	4609475 September 23, 2014	None.	DILIGENT CORPORATION
BOARDMAX and 	U.S Federal	Registered	87028044 May 6, 2016	5108601 December 27, 2016	None.	DILIGENT CORPORATION
BOARDPAQ	U.S Federal	Registered	85850434 February 14, 2013	4410566 October 1, 2013	None.	DILIGENT CORPORATION
DILIGENT	U.S Federal	Registered	87366837 March 10, 2017	5358558 December 19, 2017	None.	DILIGENT CORPORATION
DILIGENT DIRECTOR NETWORK	U.S Federal	Filed ITU July 3, 2020	90028393 June 30, 2020	--	None.	Diligent Corporation
DILIGENT GOVERNANCE CLOUD	U.S Federal	Registered	88711854 December 2, 2019	6094741 July 7, 2020	None.	Diligent Corporation
DILIGENT INSIGHTS	U.S Federal	Registered	88005545 June 19, 2018	5830002 August 6, 2019	None.	Diligent Corporation
DIRECTORPOINT	U.S Federal	Registered	87025028 May 4, 2016	5100327 December 13, 2016	None.	DILIGENT CORPORATION