

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Selligent SA		01/12/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., as collateral agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2495373	SELLIGENT	
Registration Number:	6177790	SELLIGENT EXPERIENCE CLOUD	
Registration Number:	6122657	SELLIGENT EXPERIENCE CLOUD	
Registration Number:	5814386	S	
Registration Number:	5657639	SELLIGENT CORTEX	
Registration Number:	5814387	SELLIGENT MARKETING CLOUD S	
Registration Number:	5488577	ENGAGING CUSTOMERS ACROSS CHANNELS	
Registration Number:	5814339	SELLIGENT MARKETING CLOUD	
Registration Number:	5814231	SELLIGENT MARKETING CLOUD	
Serial Number:	87774315	SELLIGENT MC	
Serial Number:	87727258	SMC	
Serial Number:	88855096	S SELLIGENT	
Serial Number:	88846919	SELLIGENT FRONTLINE	
CORRESPONDENCE DATA			
Fax Number:	2127158100		
<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:	2127159100		
Email:	dtorniali@kramerlevin.com		

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Correspondent Name: Kramer Levin Naftalis & Frankel LLP
Address Line 1: 1177 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 071016-00019

NAME OF SUBMITTER: Diane Torniali

SIGNATURE: /Diane Torniali/

DATE SIGNED: 01/13/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of January 12, 2021 (this “Agreement”), among Selligent SA (the “Grantor”) and Hercules Capital, Inc., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Second Lien Credit Agreement, dated as of May 6, 2019 (as amended by the Amendment No. 1 to Second Lien Credit Agreement, dated as of October 30, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CM 2019 (UK) LIMITED, a limited liability company incorporated under the laws of England and Wales with registered number 1190370 (“Holdings”), CAMPAIGN MONITOR (UK) LIMITED, a limited liability company incorporated under the laws of England and Wales with registered number 09469048 (the “Lead Loan Party”), CM ACQUISITIONS HOLDINGS INC. (f/k/a Sisterco Holdings, Inc.), a Delaware corporation (the “U.S. Borrower”, and together with the Lead Loan Party, the “Borrowers”), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and HERCULES CAPITAL, INC., as the administrative agent, and (b) that certain Second Lien Collateral Agreement, dated as of May 6, 2019 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”), among the Borrowers, the Grantors from time to time party thereto and the Collateral Agent. The Lenders 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 a Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien 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 a sale, transfer, conveyance or other assignment of any Trademark Collateral. 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 Second Lien 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. Second Lien 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 Second Lien 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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

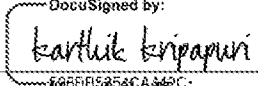
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

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

SELLIGENT SA, as Grantor

By:  _____
Name: Kartik Kripapuri
Title: director (*bestuurder*)

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007161 FRAME: 0762

HERCULES CAPITAL, INC.,
as Collateral Agent

DocuSigned by:

Zhuo Huang



By: 2613CB769AA04A1...

Name: Zhuo Huang

Title: Associate General Counsel

Schedule I

Trademarks

Grantor	Mark Name	Application No.	File Date	Registration No.	Registration Date
Selligent SA (Belgium)	SELLIGENT	75679637	12-APR-1999	2495373	09-OCT-2001
Selligent SA (Belgium)	SELLIGENT EXPERIENCE CLOUD	88568461	06-AUG-2019	6177790	20-OCT-2020
Selligent SA (Belgium)	SELLIGENT EXPERIENCE CLOUD	88568482	06-AUG-2019	6122657	11-AUG-2020
Selligent SA (Belgium)	S 	87774280	29-JAN-2018	5814386	23-JUL-2019
Selligent SA (Belgium)	SELLIGENT CORTEX SELLIGENT CORTEX	87774296	29-JAN-2018	5657639	15-JAN-2019
Selligent SA (Belgium)	SELLIGENT MARKETING CLOUD S 	87774285	29-JAN-2018	5814387	23-JUL-2019
Selligent SA (Belgium)	ENGAGING CUSTOMERS ACROSS CHANNELS	8774303	29-JAN-2018	5488577	05-JUN-2018
Selligent SA (Belgium)	SELLIGENT MARKETING CLOUD	8772768	19-DEC-2017	5814339	23-JUL-2019
Selligent SA (Belgium)	SELLIGENT MARKETING CLOUD	8763109	06-NOV-2017	5814231	23-JUL-2019
Selligent SA (Belgium)	SELLIGENT GRID	79141954	05-NOV-2013	4669182	13-JAN-2015

Trademark Applications

MARK	APPLICATION NO	OWNER
SELLIGENT MC	87774315	Selligent SA
SMC	87727258	Selligent SA
SELLIGENT and S Logo	88855096	Selligent SA
SELLIGENT FRONTLINE	88846919	Selligent SA