

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618468

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Message Systems, Inc. (DBA Sparkpost)		12/18/2020	Corporation: DELAWARE
Port25 Solutions, Inc.		12/18/2020	Corporation: MARYLAND
Email Data Source, Inc.		12/18/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4519460	ADAPTIVE DELIVERY
Registration Number:	4189319	MESSAGE SCOPE
Registration Number:	4656437	MOMENTUM
Serial Number:	85035373	EDGE OF NETWORK/NEXT GEN
Registration Number:	3931674	M MESSAGE SYSTEMS
Registration Number:	3804420	M
Registration Number:	2886164	MULTIVIP
Registration Number:	2927414	E ECELERITY PE
Registration Number:	2730214	POSTAL ENGINE
Registration Number:	4810218	SPARKPOST
Registration Number:	2526164	POWERMTA
Registration Number:	6038054	SPARKPOST SIGNALS
Registration Number:	4076168	EDATA SOURCE
Serial Number:	87797353	EDATA SOURCE
Registration Number:	5928692	INTELLISEEDS
Registration Number:	5928719	INTELLIX AI NETWORK

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2158325619*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:** 2155695619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye (074658-20118 ND)**Address Line 1:** One Logan Square**Address Line 2:** 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-20118
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	01/05/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 18th day of December, 2020, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (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 Revolving Credit, Term Loan and Security Agreement and Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantors, their affiliates from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the 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

Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders 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. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, 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 Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. 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 may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the

repayment in full, in accordance with the terms of the Credit Agreement, of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

MESSAGE SYSTEMS, INC., (DBA SPARKPOST), a Delaware corporation

By: 
Name: Mark Salloom
Title: Chief Financial Officer

PORT25 SOLUTIONS, INC.,
a Maryland corporation

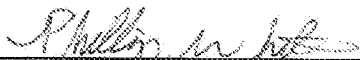
By: 
Name: Mark Salloom
Title: Treasurer and Chief Financial Officer

EMAIL DATA SOURCE, INC.,
a Delaware corporation

By: 
Name: Mark Salloom
Title: Treasurer and Chief Financial Officer

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent




By: 
Name: Phillip White
Title: Assistant Vice President


Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007175 FRAME: 0175

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark Name	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)
ADAPTIVE DELIVERY	Message Systems, Inc.	85952718/ 4519460	June 6, 2013
MESSAGE SCOPE	Message Systems, Inc.	85398686/ 4189319	August 16, 2011
MOMENTUM	Message Systems, Inc.	77718258/ 4656437	April 21, 2009
EDGE OF NETWORK/NEXT GEN (US application)	Message Systems, Inc.	85035373	May 11, 2010
EDGE OF NETWORK/NEXT GEN (Madrid Protocol application)	Message Systems, Inc.	1045173	June 30, 2010
	Message Systems, Inc.	77708524/ 3931674	April 7, 2009
	Message Systems, Inc.	77708491/ 3804420	April 7, 2009
MULTIVIP	Message Systems, Inc.	76554875/ 2886164	October 24, 2003
	Message Systems, Inc.	76550296/ 2927414	October 9, 2003

	Message Systems, Inc.	76297146/ 2730214	August 9, 2001
SPARKPOST	Message Systems, Inc.	86442994/ 4810218	November 3, 2014
SPARKPOST	Message Systems, Inc.	USPTO Reference No. A0046704	December 1, 2014, claiming priority from the November 3, 2014 SPARKPOST application in the US
POWERMTA	Port25 Solutions, Inc.	78012204/ 2526164	June 12, 2000
POWERMTA	Port25 Solutions, Inc.	2837467	March 11, 2014
SPARKPOST SIGNALS	Message Systems, Inc.	88190465/ 6038054	November 12, 2018
EDATA SOURCE	Email Data Source, Inc.	85188066/ 4076168	December 1, 2010
EDATA SOURCE	Email Data Source, Inc.	87797353	February 14, 2018
INTELLISEEDS	Email Data Source, Inc.	88320279/ 5928692	February 28, 2019
INTELLIX AI NETWORK	Email Data Source, Inc.	88328380/ 5928719	March 6, 2019
INTELLISEEDS	Email Data Source, Inc.	1491916	August 27, 2019
INTELLISEEDS	Email Data Source, Inc.	IR No. 1491916 Australia No. 2042717	August 27, 2019
INTELLISEEDS	Email Data Source, Inc.	IR No. 1491916	August 27, 2019
INTELLISEEDS	Email Data Source, Inc.	IR No. 1491916	August 27, 2019

Licenses

None.