

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	900596507
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONSTANT CONTACT, INC.		02/10/2021	Corporation: DELAWARE
WAJAO INC.		02/10/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: GERMANY

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	88837823	CC
Serial Number:	88837808	CC CONSTANT CONTACT
Registration Number:	5979685	CONSTANT CONTACT
Registration Number:	4998784	CONSTANT CONTACT TOOLKIT
Registration Number:	4667140	HELPING SMALL BUSINESS DO MORE BUSINESS
Registration Number:	4706165	SIMPLE SHARE
Registration Number:	2887624	SAFEUNSUBSCRIBE
Registration Number:	4179792	CONSTANT CONTACT HINTS & TIPS
Registration Number:	4303113	
Registration Number:	3797962	APPCONNECT
Registration Number:	3052770	CONSTANT CONTACT
Registration Number:	2761579	EMAIL MARKETING 101
Registration Number:	2363937	CONSTANT CONTACT
Registration Number:	5083863	RETENTION SCORE
Registration Number:	4961723	RETENTION MARKETING SUMMIT

CORRESPONDENCE DATA**Fax Number:**

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: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1326695 1L TM
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NAME OF SUBMITTER:	Theresa Volano
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SIGNATURE:	/Theresa Volano/
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DATE SIGNED:	04/01/2021
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Total Attachments: 8

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated February 10, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Deutsche Bank AG New York Branch, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Constant Contact, Inc., a Delaware corporation (the “Borrower”) and Digital Marketing Technology Intermediate, Inc., a Delaware corporation (“Holdings”), have entered into the First Lien Credit Agreement, dated as of February 10, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Deutsche Bank AG New York Branch, as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement, dated as of February 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents, patent applications, utility models, statutory invention registrations, including, without limitation, those set forth in Schedule A hereto, and all inventions claimed or disclosed therein and all improvements thereto (the “Patents”);

b. all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent 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), together, in each case, with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyrights”) and exclusive licenses to U.S. registered Copyrights;

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this IP Security Agreement and the transactions contemplated hereby, shall be deemed to include electronic signature, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. Sections 10.15 (*Governing Law; Jurisdiction; Etc.*), 10.16 (*Service of Process*) and 10.17 (*Waiver of Right to Trial by Jury*) of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

G. Intercreditor Agreement. Notwithstanding any provision to the contrary in this IP Security Agreement (but without expanding the scope of the Collateral as set forth in this IP Security Agreement), in the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.11 of the Credit Agreement) and this IP Security Agreement, the provisions of such First Lien/Second Lien Intercreditor Agreement or such other intercreditor agreement, as applicable, shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CONSTANT CONTACT, INC.

By: _____
DocuSigned by:
Behdad Eghbali
EF241BE0487446C...
Name: Behdad Eghbali
Title: President

WAJAO INC.

By: _____
DocuSigned by:
Behdad Eghbali
EF241BE0487446C...
Name: Behdad Eghbali
Title: President

DEUTSCHE BANK AG NEW YORK BRANCH, as
Collateral Agent

By: 

Name: Philip Tancorra
Vice President
Title: philip.tancorra@db.com
212-250-6576

By: 

Name: Yumi Okabe
Vice President
Title: Email: yumi.okabe@db.com
Tel: (212) 250-2966

Intellectual Property


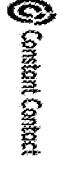
Schedule A: U.S. Patents

Title	Publication Number	Publication Date	Application Number	Application Date	Related Patent	Status	Owner	Liens
VISUAL EDITOR FOR ELECTRONIC MAIL	10038653	07/31/2018	14982237	12/29/2015	Continuation US 8108763 (2012-01-31); Continuation US 9256586 (2016-02-09)	Granted	CONSTANT CONTACT, INC.	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH REEL/FRAME: 038442/0062
VISUAL EDITOR FOR ELECTRONIC MAIL	9256586	02/09/2016	13361735	01/30/2012	Continuation US 8108763 (2012-01-31)	Granted	CONSTANT CONTACT, INC. ¹	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH REEL/FRAME: 038442/0062
VISUAL EDITOR FOR ELECTRONIC MAIL	8108763	01/31/2012	11655731	01/19/2007		Granted	CONSTANT CONTACT, INC.	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH REEL/FRAME: 038442/0062

TRADEMARK


REEL: 007268 FRAME: 0773

Schedule B: U.S. Federal Trademark Registrations and Applications

Trademark	Application Number	Registration Number	Application Date	Registration Date	Status	Owner	Liens
	88837823		03/17/2020		Published (Pending)	CONSTANT CONTACT, INC.	
CC CONSTANT CONTACT	88837808		03/17/2020		Published (Pending)	CONSTANT CONTACT, INC.	
							
CONSTANT CONTACT	88381181	5979685	04/11/2019	02/04/2020	Registered	CONSTANT CONTACT, INC.	
CONSTANT CONTACT TOOLKIT	86294611	4998784	05/29/2014	07/12/2016	Registered	CONSTANT CONTACT, INC.	
HELPING SMALL BUSINESS DO MORE BUSINESS	86294587	4667140	05/29/2014	01/06/2015	Registered ²	CONSTANT CONTACT, INC.	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH Reel/Frame: 5783/0523

¹ NTD: Assignment from inventors recorded against parent US Patent No. 8108763.

² NTD: Grace period for Continued Use Affidavit ends 07/06/2021.

Trademark	Application Number	Registration Number	Application Date	Registration Date	Status	Owner	Liens
SIMPLE SHARE	85897546	4706165	04/08/2013	03/24/2015	Registered	CONSTANT CONTACT, INC.	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH Reel/Frame: 5783/0523
SAFEUNSUBSCRIBE	78183577	2887624	11/11/2002	09/21/2004	Renewed (Registered)	CONSTANT CONTACT, INC.	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH Reel/Frame: 5783/0523
CONSTANT CONTACT HINTS & TIPS	77847730	4179792	10/13/2009	07/24/2012	Registered	CONSTANT CONTACT, INC.	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH Reel/Frame: 5783/0523
Design Only 	76711908	4303113	07/09/2012	03/19/2013	Registered	CONSTANT CONTACT, INC.	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH Reel/Frame: 5783/0523
APPCONNECT	76699962	3797962	10/21/2009	06/08/2010	Renewed (Registered)	CONSTANT CONTACT, INC.	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH Reel/Frame: 5783/0523
CONSTANT CONTACT	76628181	3052770	01/19/2005	01/31/2006	Renewed (Registered)	CONSTANT CONTACT, INC.	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH Reel/Frame: 5783/0523
EMAIL MARKETING 101	76470674	2761579	11/27/2002	09/09/2003	Renewed (Registered)	CONSTANT CONTACT, INC.	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH Reel/Frame: 5783/0523
CONSTANT CONTACT	75588929	2363937	11/30/1998	07/04/2000	Renewed (Registered)	CONSTANT CONTACT, INC.	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH Reel/Frame: 5783/0523
RETENTION SCORE	86447030	5083863	11/06/2014	11/15/2016	Registered Supplemental Register	WAJAO INC. DBA RETENTION SCIENCE	
RETENTION MARKETING SUMMIT	86446866	4961723	11/06/2014	05/17/2016	Registered Supplemental Register	WAJAO INC. DBA RETENTION SCIENCE	

Schedule C: U.S. Copyright Registrations

Title	Registration Number	Registration Date	Published Date	Type of Work	Author	Owner
ENGAGEMENT MARKETING BY GAIL F. GOODMAN (9781118101025) H.	TX0007555536	06/09/2012	04/05/2012	Text	CONSTANT CONTACT, INC.	CONSTANT CONTACT, INC.

TRADEMARK

REEL: 007268 FRAME: 0775

RECORDED: 02/11/2021