

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dun & Bradstreet International, Ltd.		02/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 S. Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6214206	D&B LATTICE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3128622000		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	46431-1		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	05/05/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2021 (this “**Agreement**”), between DUN & BRADSTREET INTERNATIONAL, LTD., 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 among The Dun & Bradstreet Corporation, a Delaware corporation (the “**Issuer**”), the Guarantors (as defined therein) from time to time party thereto and 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 undersigned Grantor is executing this Agreement in accordance with the requirements of the Indenture and the Security Agreement in order to induce the Holders to purchase the Notes and to secure the Secured Obligations. 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.

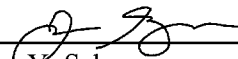
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

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	Juris-diction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
1.	D&B LATTICE	USA	88605424 Sep. 05, 2019	6214206 Dec. 08, 2020	Registered	Dun & Bradstreet international, Ltd