

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MicroStrategy Incorporated		06/14/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	One Federal Street - 10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5738465	MICROSTRATEGY	
Registration Number:	1959945	MICROSTRATEGY	
Registration Number:	6239604	M	
Registration Number:	5984718	DOSSIER	
Registration Number:	5909516	HYPERINTELLIGENCE	
Registration Number:	5682327	INTELLIGENT ENTERPRISE	
Registration Number:	2407689	INFORMATION LIKE WATER	
Registration Number:	1908974	MICROSTRATEGY	
Serial Number:	88285666	HYPERMOBILE	
Serial Number:	88285622	HYPERVISION	
Serial Number:	88750753	HYPERWEB	
Serial Number:	88750740	HYPERWEB	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
TRADEMARK			

OP \$315.00 5738465

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1400823 TM

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED: 06/22/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 14th day of June, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and U.S. BANK NATIONAL ASSOCIATION, in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Collateral Agent”).

WITNESSETH:

WHEREAS, reference is made to that certain (a) Indenture, dated as of June 14th, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Indenture”), by and among MICROSTRATEGY INCORPORATED, a Delaware corporation (“Issuer”), the other Guarantors party thereto, USB, as trustee (in such capacity, “Trustee”) and as agent on behalf of the Secured Parties and (b) the 6.125% senior secured notes due 2028 (the “Notes”) issued pursuant to the Indenture;

WHEREAS, in order to induce the Holders to purchase the Notes, Grantors have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Collateral Agreement, dated as of June 14, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Collateral Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising, in each case, to the extent included in the Collateral (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; 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.

Notwithstanding the foregoing, in no event shall any Excluded Asset constitute Trademark Collateral. For the avoidance of doubt, the grant of a security interest in the Trademark Collateral shall not be deemed an absolute assignment thereof to Collateral Agent.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the other members of the Secured Parties, 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. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Collateral Agreement, the Collateral Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Notes Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words “executed,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Trademark Security Agreement or any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof 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. “Electronic Signature” means an electronic symbol or process attached to a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE COLLATERAL AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

7. COLLATERAL AGENT. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities of the Collateral Agent set forth in the Indenture and the other Notes Documents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MICROSTRATEGY INCORPORATED

DocuSigned by:
By: Phong Le
Name: Phong Le
Title: President and Chief Financial Officer

MICROSTRATEGY SERVICES CORPORATION

DocuSigned by:
By: Phong Le
Name: Phong Le
Title: Vice President & Treasurer

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, solely in its capacity as Collateral Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MICROSTRATEGY INCORPORATED

By: _____
Name: Phong Le
Title: President and Chief Financial Officer

MICROSTRATEGY SERVICES CORPORATION

By: _____
Name: Phong Le
Title: Vice President & Treasurer

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

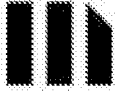
U.S. BANK NATIONAL ASSOCIATION, solely in its capacity as Collateral Agent

By: David Beard
Name: David Beard
Title: VIC PRES DCU

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MicroStrategy Incorporated	MICROSTRATEGY	United States	5738465	04/30/19
MicroStrategy Incorporated		United States	1959945	03/05/1996
MicroStrategy Incorporated		United States	6239604	01/05/2021
MicroStrategy Incorporated	DOSSIER	United States	5984718	2/11/20
MicroStrategy Incorporated	HYPERINTELLIGENCE	United States	5909516	11/12/19
MicroStrategy Incorporated	INTELLIGENT ENTERPRISE	United States	5682327	02/19/19
MicroStrategy Incorporated	INFORMATION LIKE WATER	United States	2407689	11/28/00
MicroStrategy Incorporated	MICROSTRATEGY	United States	1908974	08/01/95

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
HYPERMOBILE	United States	88285666	02/01/19
HYPERVERSION	United States	88285622	02/01/19
HYPERWEB	United States	88750753	01/08/20
HYPERWEB	United States	88750740	01/08/20