

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENTARY TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MICROSTRATEGY INCORPORATED		09/01/2021	Corporation: DELAWARE
MICROSTRATEGY SERVICES CORPORATION		09/01/2021	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:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88285646	HYPERVOICE	
Serial Number:	88286306	HYPERSCREEN	
Serial Number:	88934548	EXPERT.NOW	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	720-274-3163		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Benjamin S. Fernandez, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	107441.192		
NAME OF SUBMITTER:	Benjamin S. Fernandez		
SIGNATURE:	/s/ Benjamin S. Fernandez		
DATE SIGNED:	09/02/2021		

OP \$90.00 88285646

Total Attachments: 6

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SUPPLEMENTARY TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTARY TRADEMARK SECURITY AGREEMENT (this “Supplementary Trademark Security Agreement”) is made this 1st day of September, 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 Supplementary 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 Supplementary 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 SUPPLEMENTARY 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 “Supplementary 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 Supplementary Trademark Collateral. For the avoidance of doubt, the grant of a security interest in the Supplementary Trademark Collateral shall not be deemed an absolute assignment thereof to Collateral Agent.

3. SECURITY FOR SECURED OBLIGATIONS. This Supplementary 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 Supplementary 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 Supplementary 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 Supplementary 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 Supplementary Trademark Security Agreement and the Collateral Agreement, the Collateral Agreement shall control.

5. COUNTERPARTS. This Supplementary Trademark Security Agreement is a Notes Document. This Supplementary 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 Supplementary Trademark Security Agreement. Delivery of an executed counterpart of this Supplementary 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 Supplementary Trademark Security Agreement. The words "executed," "signed," "signature," "delivery," and words of like import in or relating to this Supplementary Trademark Security Agreement or any document to be signed in connection with this Supplementary 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 Supplementary Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Supplementary Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplementary Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS SUPPLEMENTARY 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 Supplementary Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MICROSTRATEGY INCORPORATED

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

MICROSTRATEGY SERVICES CORPORATION

DocuSigned by:
Phong Le
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: _____
Name: _____
Title: _____

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

GRANTORS:

MICROSTRATEGY INCORPORATED

By: _____
Name: _____
Title: _____

MICROSTRATEGY SERVICES CORPORATION

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

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

By: *Karen Beard*
Name: *KAREN BEARD*
Title: *VICE PRESIDENT*

[SIGNATURE PAGE TO SUPPLEMENTARY TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
SUPPLEMENTARY TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
HYPERVERSION	United States	6397073	6/22/21
HYPERMObILE	United States	6397074	6/22/21
HYPERWEB	United States	6399483	6/29/21

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
HYPERVEICE	United States	88285646	02/01/19
HYPERWEB	United States	88750753	01/08/20
HYPERSCREEN	United States	88286306	02/01/19
EXPERT.NOW	United States	88934548	5/27/20