

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPENMARKET INC.		09/17/2021	Corporation: MICHIGAN
INFOBIP LIMITED		09/17/2021	Limited Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. WASHINGTON STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5533214	EMPATHETIC INTERACTION	
Registration Number:	3360446	OPENMARKET	
Registration Number:	3322356	OPENMARKET	
Registration Number:	3322355	OPENMARKET	
Registration Number:	3273660	OPENMARKET	
Registration Number:	5462559	OPENMARKET	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	SOPHIE ZANDER		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	(35613-146		
NAME OF SUBMITTER:	SOPHIE ZANDER		

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SIGNATURE:	/SOPHIE ZANDER/
DATE SIGNED:	09/21/2021
Total Attachments: 6 source=0 - Project Intense Trademark Security Agreement#page1.tif source=0 - Project Intense Trademark Security Agreement#page2.tif source=0 - Project Intense Trademark Security Agreement#page3.tif source=0 - Project Intense Trademark Security Agreement#page4.tif source=0 - Project Intense Trademark Security Agreement#page5.tif source=0 - Project Intense Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 17, 2021 (“Trademark Security Agreement”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Grantors”), is in favor of ALTER DOMUS (US) LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (in such capacity, the “Assignee”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Collateral Agreement dated as of September 17, 2021 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) in favor of the Assignee and Alter Domus (US) LLC, as administrative agent (in such capacity, the “Administrative Agent”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Collateral Agreement);

WHEREAS, pursuant to the terms of the Collateral Agreement, each Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into Specified Swap Contracts and Specified Cash Management Agreements and provide financial accommodation, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time during the term of the Collateral Agreement may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Obligations:

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Collateral Agreement; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Assignee pursuant to the Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern to the extent of the conflict.

Each Grantor hereby authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A copy of this Trademark Security Agreement signed by all the parties shall be lodged with the Collateral Agent.

[Remainder of This Page Intentionally Left Blank.]

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 above written.

OPENMARKET INC.

By: 
Name: Silvio Kusic
Title: President

INFOBIP LIMITED

By:  DocuSigned by:
D41A83505D6F454...
Name: Silvio Kutić
Title: Chief Executive Officer

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Collateral Agent and Assignee

By: 

Name: Joseph Mascherin

Title: Associate Counsel

TRADEMARKSTrademark Registrations and Applications

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Class	Status	Owner
United States of America	EMPATHETIC INTERACTION	87/540710	Jul-24-2017	5533214	Aug-07-2018	35 42	Registered	OpenMarket Inc.
United States of America	OPENMARKET	78/560712	Feb-04-2005	3360446	Dec-25-2007	35 42	Registered	OpenMarket Inc.
United States of America	OPENMARKET (AND DESIGN) 	77/018130	Oct-10-2006	3322356	Oct-30-2007	42	Registered	OpenMarket Inc.
United States of America	OPENMARKET (AND DESIGN) 	77/018120	Oct-10- 2006	3322355	Oct-30-2007	36	Registered	OpenMarket Inc.
United States of America	OPENMARKET (AND DESIGN) 	77/018021	Oct-10- 2006	3273660	Aug-07-2007	35	Registered	OpenMarket Inc.
United States of America	O OPENMARKET (AND DESIGN) (2017) 	87/534081	Jul-19-2017	5462559	May-08-2018	35 36 42	Registered	OpenMarket Inc.
United States of America	INFOBIP	1186556/US 79140378	12 Sep 2013	1186556/US 4815159	22 Sep 2015	9 38 42	9 38 42	Infobip Limited