

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680423

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cloudera, Inc.		10/08/2021	Corporation: DELAWARE
Hortonworks, Inc.		10/08/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearborn, Floor L-2, Mailcode: IL1-1145
Internal Address:	c/o CB Collateral Services
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	6267444	CLOUDERA
Registration Number:	6011624	CLOUDERA
Registration Number:	5278129	CLOUDERA
Registration Number:	4860873	CLOUDERA
Registration Number:	3685914	CLOUDERA
Registration Number:	3714527	CLOUDERA
Registration Number:	4820442	HUE
Registration Number:	5317890	DATAWORKS SUMMIT
Registration Number:	5182655	POWERING THE FUTURE OF DATA
Registration Number:	4764218	HDP
Registration Number:	4338505	HORTONWORKS
Registration Number:	4338500	HORTONWORKS

CORRESPONDENCE DATA

Fax Number: 2129096836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Marta Poplawski, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Marta Poplawski
SIGNATURE:	/Marta Poplawski/
DATE SIGNED:	10/12/2021

Total Attachments: 5

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SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 8, 2021, made by each of the parties party hereto (collectively, the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the Second Lien Credit Agreement, dated as of October 8, 2021 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantors and the other parties thereto have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of October 8, 2021, (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when

due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

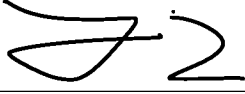
CLOUDERA, INC.

By: Kevin Cook
Name: Kevin Cook
Title: Chief Financial Officer

HORTONWORKS, INC.

By: Kevin Cook
Name: Kevin Cook
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Timothy Lee
Title: Executive Director

SCHEDULE I

Trademark Registrations and Applications

<u>Mark</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Cloudera	USA	Cloudera, Inc.	88468943/ 6267444	6/11/2019	2/9/2021
Cloudera (Stylized E)	USA	Cloudera, Inc.	88388359/ 6011624	4/16/2019	3/17/2020
Cloudera	USA	Cloudera, Inc.	87230358/ 5278129	11/8/2016	8/29/2017
Cloudera	USA	Cloudera, Inc.	86422588/ 4860873	10/13/2014	11/24/2015
Cloudera	USA	Cloudera, Inc.	77686699 /3685914	3/9/2009	9/22/2009
Cloudera	USA	Cloudera, Inc.	77686697 /3714527	3/9/2009	11/24/2009
Hue	USA	Cloudera, Inc.	86029262/ 4820442	8/5/2013	9/29/2015
Dataworks Summit	USA	Hortonworks, Inc.	86958833 /5317890	3/30/2016	10/24/2017
Powering the Future of Data	USA	Hortonworks, Inc.	86850326 /5182655	12/15/2015	4/11/2017
HDP	USA	Hortonworks, Inc.	86448432 /4764218	11/7/2014	6/30/2015
Hortonworks	USA	Hortonworks, Inc.	85738878 /4338505	09/26/2021	05/21/2013
Hortonworks	USA	Hortonworks, Inc.	85738850 /4338500	09/26/2021	05/21/2013