

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM686618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smartling, Inc.		11/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BARINGS FINANCE LLC, as Administrative Agent		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6342439	SMARTLING DRAFT	
Registration Number:	6444278	ANYWHERE, TODAY	
Registration Number:	5932429	QUALITY CONFIDENCE SCORE	
Registration Number:	5932428	SMARTLING QUALITY CONFIDENCE SCORE	
Registration Number:	5608728	SMARTLING GLOBAL READY	
Registration Number:	4968464	SMARTLING	
Registration Number:	4968467	ANY LANGUAGE. ALL CULTURES. EVERY MARKET	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	34632-31110		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		

CH \$190.00 6342439

DATE SIGNED:	11/08/2021
Total Attachments: 5 source=Smartling_Barings - Trademark Security Agreement (Executed) 274288544_1#page1.tif source=Smartling_Barings - Trademark Security Agreement (Executed) 274288544_1#page2.tif source=Smartling_Barings - Trademark Security Agreement (Executed) 274288544_1#page3.tif source=Smartling_Barings - Trademark Security Agreement (Executed) 274288544_1#page4.tif source=Smartling_Barings - Trademark Security Agreement (Executed) 274288544_1#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of November 8, 2021, is made by Smartling, Inc., a Delaware corporation (“Grantor”), in favor of Barings Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

Grantor has executed and delivered a Guaranty and Security Agreement, dated as of November 8, 2021, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, assigns and grants to Administrative Agent, for the ratable benefit of the Lenders, a Lien on and continuing security interest in, all of such Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and 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. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

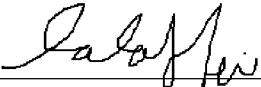
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

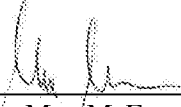
[signature pages follow]

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.

SMARTLING, INC., as Grantor

By: 
Name: Satoshi Harris-Koizumi
Title: Secretary

BARINGS FINANCE LLC,
as Administrative Agent

By:  _____
Name: Max McEwen
Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Trademark Description	Registration Number	Registration Date
SMARTLING DRAFT	6342439	May 4, 2021
ANYWHERE, TODAY	6444278	August 10, 2021
QUALITY CONFIDENCE SCORE	5932429	December 10, 2019
SMARTLING QUALITY CONFIDENCE SCORE	5932428	December 10, 2019
SMARTLING GLOBAL READY	5608728	November 13, 2018
SMARTLING	4968464	May 31, 2016
ANY LANGUAGE. ALL CULTURES. EVERY MARKET.	4968467	May 31, 2016