

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harte Hanks, Inc.		12/21/2021	Corporation: DELAWARE
Harte-Hanks Direct, Inc.		12/21/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Texas Capital Bank		
Street Address:	2000 McKinney Ave., Ste 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4452119	TRUE HEALTH AND WELLNESS	
Registration Number:	4221651	PRETRAK	
Registration Number:	4056191	MOMENTIUM	
Registration Number:	3967247	THE AGENCY INSIDE	
Registration Number:	3800527	INSIGHT. PASSION. RESULTS.	
Registration Number:	2439475	POSTFUTURE	
Registration Number:	2150450	HARTE HANKS	
Registration Number:	1869882	DIMARK	
Registration Number:	2152012	HARTE HANKS	
Serial Number:	86794616	DATA REFINERY	
Serial Number:	86118883	HARTE HANKS	
Serial Number:	86106660	CONNECTIONS MADE. IMPACT DELIVERED.	
Serial Number:	86828631	TOTAL CUSTOMER DISCOVERY	
Registration Number:	4314843	WE MAKE BRANDS PERSONAL	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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>			

OP \$365.00 4452119

Phone: 2146617347
Email: sbertino@velaw.com
Correspondent Name: Shannon Bertino
Address Line 1: 2001 Ross Avenue, Suite 3900
Address Line 2: c/o Vinson & Elkins L.L.P.
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Shannon Bertino

SIGNATURE: /Shannon Bertino/

DATE SIGNED: 12/22/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 21, 2021, is entered into by **HARTE HANKS, INC.**, a Delaware corporation and **HARTE-HANKS DIRECT, INC.**, a New York corporation (each a “Grantor”, and collectively, the “Grantors”) and **TEXAS CAPITAL BANK**, as lender (the “Lender”). Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of December 21, 2021, among Grantors, certain Subsidiaries of Grantor from time to time party thereto and the Lender (as amended, restated or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Lender in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule 1 (“Secured Trademarks”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Lender hereby agree as follows:

1. Grant of Security Interest.

(a) Each Grantor hereby grants to the Lender, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Lender may modify this Agreement, after obtaining each Grantor’s approval of or signature to such modification, by amending Schedule 1 to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantors after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantors no longer have or claim any right, title or interest.

3. Governing Law.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE**

GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

4. Consent to Jurisdiction; Waiver of Venue; Waiver of Jury Trial.

Section 7.18 of the Security Agreement is hereby incorporated into this Agreement mutatis mutandis.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Lender and Grantors and their respective successors and assigns. Grantors shall not, without the prior written consent of the Lender given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by fax or other electronic transmission (e.g., “.pdf”) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantors and the Lender have caused this Agreement to be duly executed and delivered as of the date first above written.

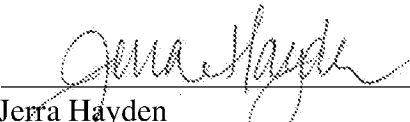
HARTE HANKS, INC.,
a Delaware corporation

By: *Laurilee Kearnes*
Name: Laurilee Kearnes
Title: Chief Financial Officer

HARTE-HANKS DIRECT, INC.,
a New York corporation

By: *Laurilee Kearnes*
Name: Laurilee Kearnes
Title: Vice President and Treasurer

TEXAS CAPITAL BANK,
as Lender

By: 
Name: Jerra Hayden
Title: Senior Vice President

SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

I. REGISTERED TRADEMARKS:

Name of Grantor	Trademark	Registration Number
Harte Hanks, Inc.	True Health and Wellness	4452119
Harte Hanks, Inc.	We Make Brands Personal	4314843
Harte Hanks, Inc.	Pretrak	4221651
Harte Hanks, Inc.	Momentum	4056191
Harte Hanks, Inc.	The Agency Inside	3967247
Harte Hanks, Inc.	Insight. Passion. Results.	3800527
Harte-Hanks Direct, Inc.	Postfuture	2439475
Harte Hanks, Inc.	Harte Hanks	2150450
Harte-Hanks Direct, Inc.	Dimark	1869882
Harte Hanks, Inc.	HARTE HANKS design	2152012

II. TRADEMARK APPLICATIONS:

Name of Grantor	Trademark Application	Application Serial Number
Harte Hanks, Inc.	Data Refinery	86794616
Harte Hanks, Inc.	HARTE HANKS squares design	86118883
Harte Hanks, Inc.	Connections Made. Impact Delivered.	86106660
Harte Hanks, Inc.	Total Customer Discovery	86828631