

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM730561

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
APRIMO US, LLC		05/26/2022	Limited Liability Company: DELAWARE
RENEW, INC.		05/26/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTER DOMUS (US) LLC		
<b>Street Address:</b>	225 W. Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4459480	CHANNEL NETWORKING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	KLATHROP@PROSKAUER.COM		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	71455.003		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	05/26/2022		
<b>Total Attachments: 8</b>			
source=5. Marlin.Aprimo -- Executed -- Intellectual Property Security Agreement (trademarks)#page1.tif			
source=5. Marlin.Aprimo -- Executed -- Intellectual Property Security Agreement (trademarks)#page2.tif			

CH \$40.00 4459480

source=5. Marlin.Aprimo -- Executed -- Intellectual Property Security Agreement (trademarks)#page3.tif  
source=5. Marlin.Aprimo -- Executed -- Intellectual Property Security Agreement (trademarks)#page4.tif  
source=5. Marlin.Aprimo -- Executed -- Intellectual Property Security Agreement (trademarks)#page5.tif  
source=5. Marlin.Aprimo -- Executed -- Intellectual Property Security Agreement (trademarks)#page6.tif  
source=5. Marlin.Aprimo -- Executed -- Intellectual Property Security Agreement (trademarks)#page7.tif  
source=5. Marlin.Aprimo -- Executed -- Intellectual Property Security Agreement (trademarks)#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 26, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by each of the signatories hereto (collectively, the “**Grantors**”) in favor of ALTER DOMUS (US) LLC, as administrative agent and collateral agent (together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, MEMO UK HOLDINGS LTD, a company incorporated under the laws of England and Wales with registered number 10156227 (“**Holdings**”), APRIMO US LLC, a Delaware limited liability company (the “**Borrower**”), have entered into the Credit Agreement dated as of May 26, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “**Credit Agreement**”), with the several institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement dated as of May 26, 2022 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “**Guarantee and Collateral Agreement**”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of itself and the other Secured Parties, as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (in each case, excluding Excluded Assets) (the “**IP Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or

otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“**Copyrights**”);

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (to the extent applicable, as defined in the Guarantee and Collateral Agreement) of any of the property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above;

(c) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, designs, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § I051(c) or 15 U.S.C. § I051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § I051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “**Trademarks**”);

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (to the extent applicable, as defined in the Guarantee and Collateral Agreement) of any of the property described in (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (c) above;

(e) (i) all United States and foreign patents, and patent applications, including each issued patent and patent application identified in Schedule 3, all certificates of invention and all registrations, and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof (collectively, the “**Patents**”); and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (to the extent applicable, as defined in the Guarantee and Collateral Agreement) of any of the property described in (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (e) above.

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of the United States Copyright Office and Commissioner of the United States Patent and Trademark Office record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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 agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Intercreditor Arrangements Govern. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of itself and the other Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, may be subject to intercreditor arrangements entered into in accordance with the Credit Agreement. In the event of any conflict or inconsistency between the provisions of such intercreditor arrangements and this Agreement, the terms of the definitive documentation governing any such intercreditor arrangements shall govern.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

APRIMO US, LLC

DocuSigned by:  
*Michael W Nelson*  
By: \_\_\_\_\_  
Name: Michael W. Nelson  
Title: Chief Financial Officer

REVENUEW, INC.

DocuSigned by:  
*Michael W Nelson*  
By: \_\_\_\_\_  
Name: Michael W. Nelson  
Title: Chief Financial Officer

ALTER DOMUS (US) LLC,  
as Administrative Agent

By:   
Name: Pinju Chiu  
Title: Associate Counsel

[Signature Pages to IP Security Agreement]

**TRADEMARK**  
**REEL: 007734 FRAME: 0956**

Schedule 1

COPYRIGHT REGISTRATIONS AND APPLICATIONS

<b>Owner</b>	<b>Title</b>	<b>Copyright Number</b>	<b>Date</b>
Aprimo US LLC	Aprimo marketing version 5.0	TXu001062757	2002



Schedule 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

MarkName	Country	Registrant	Reg Date	Reg No	Status
CHANNEL NETWORKING	United States	Revenew, Inc.	12/31/2013	4,459,480	Registered

Schedule 3

PATENTS AND PATENT APPLICATIONS

<b>Title</b>	<b>Country</b>	<b>Patentee</b>	<b>Appl. Date</b>	<b>Appl. No</b>	<b>Reg Date</b>	<b>Reg No</b>	<b>Status</b>
CENTRALIZED MANAGEMENT OF MARKETING ACTIVITIES AMONG PARTICIPANTS OF MULTIPLE CHANNEL MARKETING NETWORKS	US	Revenew, Inc.		13/210,010	1/21/2014	8,635,110	Issued
CENTRALIZED MANAGEMENT OF MARKETING ACTIVITIES AMONG PARTICIPANTS OF MULTIPLE CHANNEL MARKETING NETWORKS	Japan	Revenew, Inc.		JP201440526002	1/7/2015	JP5650868	Issued