

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BloomReach, Inc.		09/06/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue		
Internal Address:	Floor 22		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85495102	BLOOMREACH	
Serial Number:	85512026	B BLOOMREACH	
Serial Number:	90624341	B BLOOMREACH	
Serial Number:	90624350	B	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	mli@mayerbrown.com		
Correspondent Name:	Merry Li		
Address Line 1:	1221 Avenue of the Americas		
Address Line 2:	Mayer Brown LLP		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	22710453		
NAME OF SUBMITTER:	Merry Li		
SIGNATURE:	/Li Yun/		
DATE SIGNED:	09/06/2022		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of September 6, 2022 is among BloomReach, Inc., a Delaware corporation (the “Grantor”), and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, “Administrative Agent”) on behalf of the Lenders and the other Secured Parties (as defined in the Credit Agreement, defined below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and Administrative Agent, the Lenders have extended Commitments to make Loans and issue Letters of Credit to the Grantor;

WHEREAS, the Grantor has entered into that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the other Loan Parties party thereto from time to time, and Administrative Agent; and

WHEREAS, as a condition precedent to the making of the Loans and issuance of Letters of Credit, the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of Administrative Agent and each other Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Credit Agreement, as applicable.

Section 2. Grant of Security Interest in the Collateral. The Grantor grants to Administrative Agent for the benefit of the Secured Parties a continuing lien on and security interest in all of the following property of such Grantor (the “Collateral”), whether now owned or hereafter acquired:

(a) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights (the term “Trademarks” means with respect to any Person, all of such Person’s right, title, and interest in and to the following: (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world, including, without limitation, each United States Trademark application and registration listed on Schedule A hereto);

(b) **Licenses.** Licenses in respect of any Trademark, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights (the term “Licenses” means with respect to any Person, all of such Person’s right, title, and interest in and to (i) any and all licensing agreements or similar arrangements in and to its Trademarks, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof); and

(c) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (i) any claims by such Grantor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any License, and (ii) any claim by such Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (i).

Notwithstanding anything contained in this Agreement to the contrary, the term “Collateral” and the foregoing grant shall not in any event include, and no security interest shall attach to, any Excluded Assets; provided, that if and when any property shall cease to be Excluded Assets, such property shall be deemed at all times from and after such date to constitute Collateral and a security interest shall attach to such Collateral to the extent otherwise subject to the grant clause in this Section 2.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until Payment in Full of all Secured Obligations.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

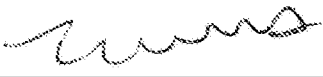
Section 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties

hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

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

BLOOMREACH, INC.

By: 
Name: Raj De Datta
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007841 FRAME: 0176

Accepted and agreed to as of the date first above written.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: Christopher Finch

Name: Christopher Finch

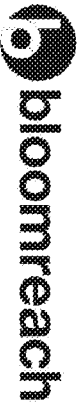


Title: Authorized Credit Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007841 FRAME: 0177

SCHEDULE A

Registered Trademarks

Owner	Mark	Appl. Serial Number	Registration Number	Country
BloomReach, Inc.	BLOOMREACH	85495102	4629017	U.S.
BloomReach, Inc.		85512026	4629025	U.S.
BloomReach, Inc.		90624341		U.S.
BloomReach, Inc.		90624350		U.S.