

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM769426

<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>
Zendesk, Inc.		11/22/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Owl Rock Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	399 Park Avenue		
<b>Internal Address:</b>	38th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5826029	ANSWER BOT	
<b>Registration Number:</b>	4171447	BASE	
<b>Registration Number:</b>	6557103	GUIDE	
<b>Registration Number:</b>	5220795		
<b>Registration Number:</b>	5220796	SMOOCH	
<b>Registration Number:</b>	6776332	SUNSHINE	
<b>Registration Number:</b>	5938394	Z	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	2129061209		
<b>Email:</b>	JESSICA.BAJADA-SILVA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	063053-0025		
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva		

OP \$190.00 5826029

<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva
<b>DATE SIGNED:</b>	11/22/2022
<b>Total Attachments: 5</b> source=Zoro - Trademark Security Agreement [Executed]#page1.tif source=Zoro - Trademark Security Agreement [Executed]#page2.tif source=Zoro - Trademark Security Agreement [Executed]#page3.tif source=Zoro - Trademark Security Agreement [Executed]#page4.tif source=Zoro - Trademark Security Agreement [Executed]#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT dated as of November 22, 2022 (this "Agreement"), among Zendesk, Inc., a Delaware corporation (the "Grantor") and Owl Rock Capital Corporation ("ORCC") in its capacity as Collateral Agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, together with its successors, assigns, designees and sub-agents in such capacity, the "Collateral Agent").

WHEREAS, reference is made to (a) the Credit Agreement dated as of November 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Zoro Bidco, Inc., a Delaware corporation ("Holdings"), Zoro Merger Sub, Inc., a Delaware corporation, in its capacity as the initial borrower (the "Initial Borrower"), as of and after the effective time of the Merger, Zendesk, Inc., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), the Letter of Credit Issuers from time to time party thereto, ORCC, as the Administrative Agent and Collateral Agent, and the other parties from time to time party thereto and (b) the Pledge and Security Agreement dated as of November 22, 2022 (the "Security Agreement"), by and among Holdings, the Initial Borrower, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders, the Swingline Lender and the Letter of Credit Issuers have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of such Grantor's right in, and title and interest to and under the following assets, whether now owned or hereafter acquired by such Grantor, but excluding any Excluded Property (the "Collateral"): all (a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans, other source or business identifiers, now existing or hereafter adopted or acquired, whether registered or unregistered, and all registrations, recordings and applications for registration filed in connection with the foregoing, including the registrations and applications for registration in the U.S. Patent and Trademark Office listed on Schedule I hereto, (b) all goodwill associated therewith or symbolized thereby, (c) all extensions or renewals thereof, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (but excluding, for the avoidance of doubt, any intent-to-use application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" notice and/or filing with respect thereto).

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. *INTERCREDITOR AGREEMENT GOVERNS*. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. SO LONG AS THE EQUAL PRIORITY INTERCREDITOR AGREEMENT IS OUTSTANDING, THE REQUIREMENT OF THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT TO DELIVER COLLATERAL TO THE COLLATERAL AGENT (OR ANY REPRESENTATION OR WARRANTY HAVING THE EFFECT OF REQUIRING THE SAME) SHALL BE DEEMED SATISFIED (OR ANY SUCH REPRESENTATION OR WARRANTY SHALL BE DEEMED TRUE BY DELIVERY OF SUCH COLLATERAL TO THE CONTROLLING COLLATERAL AGENT (AS SUCH TERM IS DEFINED IN THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AS BAILEE OF, AND BEHALF OF, THE COLLATERAL AGENT PURSUANT TO THE EQUAL PRIORITY INTERCREDITOR AGREEMENT).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ZENDESK, INC.,  
as Grantor

By: DocuSigned by:  
*Shanti Ariker*  
Name: Shanti Ariker  
Title: General Counsel, Corporate Secretary  
and Chief Privacy Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007900 FRAME: 0553**

**OWL ROCK CAPITAL CORPORATION,**  
as Collateral Agent

By:   
Name: Jon ten Oever  
Title: Authorized Signatory

**SCHEDULE I**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Registration Number</b>	<b>Current Owner of Record</b>
ANSWER BOT	5,826,029	Zendesk, Inc.
BASE	4,171,447	Zendesk, Inc.
GUIDE	6,557,103	Zendesk, Inc.
MISCELLANEOUS DESIGN (SMOOCH LOGO)	5,220,795	Zendesk, Inc.
SMOOCH	5,220,796	Zendesk, Inc.
SUNSHINE	6,776,332	Zendesk, Inc.
Z (STYLIZED / DESIGN)	5,938,394	Zendesk, Inc.
ZENDESK	3,818,497 (66A)	Zendesk, Inc.

<b>Mark</b>	<b>Application Number</b>	<b>Current Owner of Record</b>
<u>ZENDESK</u>	<u>97/174,382<sup>1</sup></u>	<u>Zendesk, Inc.</u>
<u>ZENDESK</u>	<u>97/329,503<sup>2</sup></u>	<u>Zendesk, Inc.</u>

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<sup>1</sup> This is an intent-to-use application and is excluded from the Collateral until a Statement of Use or Amendment to Allege Use is filed and accepted by the U.S. Patent and Trademark Office.

<sup>2</sup> This is an intent-to-use application and is excluded from the Collateral until a Statement of Use or Amendment to Allege Use is filed and accepted by the U.S. Patent and Trademark Office.