

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766247

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DONORBASE, INC.		06/06/2022	Corporation: NEW YORK
LAKE GROUP MEDIA INC.		06/06/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC, as collateral agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3191353	LAKE GROUP MEDIA	
Registration Number:	3191351	LAKE	
Registration Number:	3413997	DONORBASE	
Registration Number:	3413998	DONORBASE	
Serial Number:	90761100	LAKE	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.96000		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	11/07/2022		

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Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of June 6, 2022 (this “Agreement”), among DONORBASE, INC., a New York corporation and LAKE GROUP MEDIA INC., a New York corporation (together the “Grantors”) and Goldman Sachs Lending Partners LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement, dated as of April 3, 2017, as amended by the Extension Notice and Amendment No. 1 dated December 22, 2021 (the “First Lien Credit Agreement”), by and among Infogroup Parent Holdings, Inc., a Delaware corporation (“Holdings”), Data Axle, Inc. (formerly known as Infogroup Inc.), a Delaware corporation (the “Borrower”), Goldman Sachs Lending Partners LLC, as administrative agent and as collateral agent (in such capacity, the “Administrative Agent”) and Collateral Agent (in such capacity, the “Collateral Agent”) and the Lenders party thereto, and (b) the First Lien Collateral Agreement (as amended, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), dated as of April 3, 2017, by and among Holdings, the Borrower, the subsidiary guarantors party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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 First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the trademark registrations and trademark applications, in each case, that are Material Intellectual Property and listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark registration or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law.

SECTION 3. Collateral 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 First Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral 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 First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall execute, acknowledge, and deliver to the

Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

SECTION 5. 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.

[Remainder of Page Intentionally Left Blank]

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

DONORBASE, INC., as Grantor

DocuSigned by:

By: Austin Owens
Name: Austin Owens
Title: Chief Financial Officer

LAKE GROUP MEDIA, INC., as Grantor

DocuSigned by:

By: Austin Owens
Name: Austin Owens
Title: Chief Financial Officer


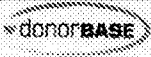

GOLDMAN SACHS LENDING PARTNERS
LLC, as Collateral Agent

By: 

Authorized Signatory

Schedule I to the
First Lien Trademark Security Agreement

TRADEMARK COLLATERAL

MARK	Owner of Record	COUNTRY	SER. NO.	FILING DATE	REG. NO.	REG. DATE
1. LAKE GROUP MEDIA	Lake Group Media, Inc.	US	78623683	05/5/2005	3191353	1/2/2007
2. 	Lake Group Media, Inc.	US	78623072	05/4/2005	3191351	1/2/2007
3. DONORBASE	Donorbase, Inc.	US	77091506	01/25/2007	3413997	4/22/2008
4. 	Donorbase, Inc.	US	77091511	01/25/2007	3413998	4/22/2008
5. 	Lake Group Media, Inc.	US	90761100	06/8/2021	Pending	Pending