

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM786173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		02/09/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ENGAGIO, INC.		
Street Address:	680 Folsom Street		
Internal Address:	Suite 400		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5069536	ENGAGIO	
Registration Number:	5028094	E	
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>			
Phone:	650.838.3706		
Email:	eva.wang@shearman.com		
Correspondent Name:	Eva Wang		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	43302/00004		
NAME OF SUBMITTER:	Eva Wang		
SIGNATURE:	/Eva Wang/		
DATE SIGNED:	02/10/2023		
Total Attachments: 7			
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Termination and Release*”) is granted as of February 9, 2023, by **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 2400 Hanover Street, Palo Alto, California 94304, in its capacity as administrative agent and collateral agent (“**Agent**”) for the Lenders (as defined in the certain Mezzanine Loan and Security dated as of August 2, 2021, by and among the Agent, the Lenders, Grantor (as hereinafter defined), **DEMANDBASE LIMITED, DEMANDBASE, INC., INSIDEVIEW TECHNOLOGIES, INC.,** and **DEMANDMATRIX, LLC**, as amended by that certain First Loan Modification Agreement dated as of June 22, 2022), in favor of **ENGAGIO, INC.**, a Delaware corporation, with its principal place of business located at 680 Folsom Street, Suite 400, San Francisco, California 94107 (“**Grantor**”).

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement, dated as of August 2, 2021 (the “**Agreement**”), granting to the Agent, for the ratable benefit of the Lenders, a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under the Copyrights (as defined in the Agreement), Patents (as defined in the Agreement), Trademarks (as defined in the Agreement), notice of which was recorded with the United States Patent and Trademark Office (“**USPTO**”) on August 4, 2021, at Reel 7387, Frame 0610 and Mask Works (as defined in the Agreement) and Mask Works (as defined in the Agreement).

WHEREAS, pursuant to that certain payoff letter, dated February 9, 2023, between the Agent and Grantor, the Agent, on behalf of the Lenders, has agreed to release and automatically terminate the security interests, liens and pledges in favor of the Agent, on behalf of the Lenders, in the Intellectual Property Collateral (as defined in the Agreement).

WHEREAS, Grantor has requested that the Agent hereby terminate, release and discharge fully the security interests in and liens on all right, title, and interest of Grantor in, to and under all the Copyrights, Patents and Trademarks as herein provided; and

WHEREAS, Grantor has requested that the Agent provide a document suitable for recording with the USPTO to evidence the release of the Agent’s security interests in and liens on the Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby:

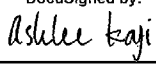
1. terminates the Agreement and releases, terminates and discharges fully all liens and security interests thereunder in Grantor’s right, title and interest in, to and under the Intellectual Property Collateral, including, without limitation, those copyright and copyright applications identified in Exhibit A hereto, those patents and patent applications identified in Exhibit B hereto, those trademarks and trademark applications identified in Exhibit C hereto and those mask works identified in Exhibit D;
2. authorizes and requests that this Termination and Release be recorded with the USPTO; and

3. THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**SILICON VALLEY BANK, in its capacity as
Agent**

DocuSigned by:
By: 
Name: Ashlee Kaji
Title: Director

[Signature Page to Termination and Release]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ENGAGIO LOGO	5069536	25-Oct-2016
E LOGO	5028094	23-Aug-2016

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.