

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786172

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:	DEMANDBASE, INC.		
Street Address:	680 Folsom Street		
Internal Address:	Ste. 400		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87051248	DEMANDBASE	
Serial Number:	87241007	DEMANDBASE B2B MARKETING CLOUD	
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, ENGAGIO, 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 **DEMANDBASE, 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), notice of which was recorded by the United States Copyright Office (“**USCO**”) on August 4, 2021, at Volume 15003, Doc. No. 103; Patents (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 057076, Frame 0767; Trademarks (as defined in the Agreement), notice of which was recorded with the USPTO on August 4, 2021, at Reel 7378, Frame 0277; 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 USCO and with the USPTO to evidence the release of the Agent’s security interests in and liens on the Copyrights, Patents and 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; and
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: Ashlee Kaji
Name: Ashlee Kaji
Title: Director

[Signature Page to Termination and Release]

**TRADEMARK
REEL: 007978 FRAME: 0474**

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Account-Based Marketing: How to Target and Engage the Companies That Will Grow Your Revenue	TX0008779189	7/31/2019

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Filed Date</u>	<u>Patent Number</u>	<u>Registration Date</u>
Mapping network addresses to organizations	12/916,448	10/29/2010	8,412,847	4/2/2013
Mapping network addresses to organizations	13/781,099	2/28/2013	9,419,850	8/16/2016
Method, device and computer program for identifying visitors of websites	10/839,252	5/6/2004	7,620,655	11/17/2009
System and Method for Delivering Inline Interactive Objects Encapsulated in a Message	15/069,756	3/14/2016	10,257,141	4/9/2019
System and Method for Delivering Inline Interactive Objects Encapsulated in a Message	16/378,910	4/9/2019	10,693,821	6/23/2020
Super SID	15/216,672	7/21/2016		
Job function/ Personas / Cross-device targeting	15/078,943	3/23/2016		
Paid Search/ Display Ads	61/656,839	6/5/2013		
CAC (Company Auto-Complete)	61/693,732	8/27/2012		
Organization-Specific Advertising Limits	61/777,552	3/12/2013		
Job function/ Personas / Cross-device targeting	62/138,930	3/26/2013		
Super SID	62/198,636	7/29/2015		

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Class</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
DEMANDBASE	35, 42	87051248	5/26/2016	5127718	1/24/2017
DEMANDBASE B2B MARKETING CLOUD	35, 42	87241007	11/17/2016	5358042	12/19/2017

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.