

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPROUT SOCIAL, INC.		08/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG BANK, LTD., AS ADMINISTRATIVE AGENT		
Street Address:	1221 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020-1104		
Entity Type:	Limited Corporation: JAPAN		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4360245	VIRALPOST	
Registration Number:	4639213	SPROUT SOCIAL	
Registration Number:	5142316	BAMBU BY SPROUT SOCIAL	
Registration Number:	5351182	LANDSCAPE BY SPROUT SOCIAL	
Registration Number:	5794986	LIFT BY SPROUT SOCIAL	
Registration Number:	5350655	SPROUT SOCIAL	
Registration Number:	5622096	SIMPLY MEASURED	
Registration Number:	6399650	SPROUT SOCIAL INDEX	
Registration Number:	6622210		
Registration Number:	7013162	SPROUTLINK	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		

OP \$265.00 4360245

ATTORNEY DOCKET NUMBER:	2086504 TM
NAME OF SUBMITTER:	Naomi Sakata
SIGNATURE:	/Naomi Sakata/
DATE SIGNED:	08/02/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of August 1, 2023 by and between each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a “**Grantor**” and, collectively, the “**Grantors**”), and **MUFG BANK, LTD.**, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among **SPROUT SOCIAL, INC.**, a Delaware corporation (the “**Borrower**”), the several banks and other financial institutions or entities from time to time parties thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “**Credit Agreement**”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Grantors have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Guarantee and Collateral Agreement**”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantors shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of the Grantors under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and the other Grantors have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents,

and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided that, notwithstanding the foregoing, the security interests created by this Intellectual Property Security Agreement shall not extend to any Excluded Property (as defined in the Guarantee and Collateral Agreement).

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

SPROUT SOCIAL, INC.

By: 

Name: Joe Del Preto

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

MUFG BANK, LTD.

By: 
Name: Will Deevy
Title: Managing Director

EXHIBIT A
COPYRIGHTS

Registered Copyrights

None

Pending Copyright Applications

None

EXHIBIT B

PATENTS

Issued Patents

<u>Loan Party</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
Sprout Social, Inc.	9224095	12/29/2015	SYSTEM AND METHODS FOR GENERATING OPTIMAL POST TIMES FOR SOCIAL NETWORKING SITES
Sprout Social, Inc.	10360222	7/23/2019	SYSTEM AND METHODS FOR GENERATING OPTIMAL POST TIMES FOR SOCIAL NETWORKING SITES

Pending Patent Applications

<u>Loan Party</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
Sprout Social, Inc.	17962782	10/10/2022	SYSTEM AND METHODS FOR GENERATING OPTIMAL POST TIMES FOR SOCIAL NETWORKING SITES
Sprout Social, Inc.	18132752	4/10/2023	SYSTEM AND METHODS FOR INTEGRATING SOCIAL NETWORK INFORMATION

EXHIBIT C

TRADEMARKS

Registered Trademarks

<u>Loan Party</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
Sprout Social, Inc.	4360245	7/2/2013	8/2/2012	VIRALPOST
Sprout Social, Inc.	4639213	11/18/2014	5/1/2012	SPROUT SOCIAL
Sprout Social, Inc.	5142316	2/14/2017	2/19/2015	BAMBU BY SPROUT SOCIAL
Sprout Social, Inc.	5351182	12/5/2017	2/18/2016	LANDSCAPE BY SPROUT SOCIAL
Sprout Social, Inc.	5794986	7/2/2019	4/26/2017	LIFT BY SPROUT SOCIAL
Sprout Social, Inc.	5350655	12/5/2017	5/17/2017	SPROUT SOCIAL
Sprout Social, Inc.	5622096	12/4/2018	4/19/2018	SIMPLY MEASURED
Sprout Social, Inc.	6399650	6/29/2021	3/24/2020	SPROUT SOCIAL INDEX
Sprout Social, Inc.	6622210	1/18/2022	3/18/2021	LEAF DESIGN
Sprout Social, Inc.	7013162	3/28/2023	2/24/2021	SPROUTLINK

Pending Trademark Applications

None