

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM869217

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900827051		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TAGGER MEDIA, INC.		01/08/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MUFG BANK, LTD.		
<b>Street Address:</b>	1221 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020-1104		
<b>Entity Type:</b>	Limited Liability Company: JAPAN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5243175	TAGGER MEDIA	
<b>Serial Number:</b>	97058700	TAGGER	
<b>Serial Number:</b>	97058718	TAGGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8004945225		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2234716 TM		
<b>NAME OF SUBMITTER:</b>	Naomi Sakata		
<b>SIGNATURE:</b>	/Naomi Sakata/		
<b>DATE SIGNED:</b>	01/18/2024		
<b>Total Attachments: 7</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of January 8, 2024 by and between **TAGGER MEDIA, INC.**, a Delaware corporation (the “**Grantor**”), and **MUFG BANK, LTD.**, as administrative agent and collateral 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 (the “**Loans**”) to **SPROUT SOCIAL, INC.**, a Delaware corporation (“**Borrower**”) in the amounts and manner set forth in that certain Credit Agreement, dated as of August 1, 2023, by and among 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, Borrower and Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of August 1, 2023 (as amended by that certain Assumption Agreement dated as of the date hereof, and 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 Grantor 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 Borrower and Grantor 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 Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and 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.

GRANTOR:

TAGGER MEDIA, INC.

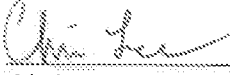
By:   
Name: Joe Del Preto  
Title: President and Treasurer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 008321 FRAME: 0077

ADMINISTRATIVE AGENT:

MUFG BANK, LTD.

By:   
Name: Chris Lee  
Title: Managing Director

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 008321 FRAME: 0078**

**EXHIBIT A**

**COPYRIGHTS**

Registered Copyrights

None

Pending Copyright Applications

None

**EXHIBIT B**

**PATENTS**

Issued Patents

None

Pending Patent Applications

None



**EXHIBIT C**

**TRADEMARKS**

Registered Trademarks

<u>Grantor</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
Tagger Media, Inc.	5243175	7/11/2017	7/13/2016	TAGGER MEDIA

Pending Trademark Applications

<u>Grantor</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
Tagger Media, Inc.	97058700	10/4/2021	TAGGER
Tagger Media, Inc.	97058718	10/4/2021	TAGGER

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