

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM158568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ActiveCampaign, LLC		02/26/2024	Limited Liability Company: DELAWARE
AC PM LLC		02/26/2024	Limited Liability Company: DELAWARE
ActiveCampaign Holdings, LLC		02/26/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	CIBC Bank USA, as Agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Other: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5301294	ACTIVECAMPAIGN	
Registration Number:	5301292		
Registration Number:	4935812	ACTIVECAMPAIGN	
Registration Number:	3479833	ACTIVECAMPAIGN	
Serial Number:	97454945	ACTIVECAMPAIGN POSTMARK	
Serial Number:	97454954	P	
Serial Number:	97631267	POSTMARK	
Serial Number:	98400007	ACTIVECAMPAIGN HQ	
Serial Number:	98399534	ACTIVECAMPAIGN HQ	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	3124996700		
Email:	tapatterson@duanemorris.com		

OP \$240.00.00 87371772

Correspondent Name: Brian P. Kerwin
Address Line 1: 190 South LaSalle Street, Suite 3700
Address Line 2: Duane Morris LLP
Address Line 4: Chicago, ILLINOIS 60603-3433

ATTORNEY DOCKET NUMBER: E7407-00429

NAME OF SUBMITTER: Tracy Patterson

SIGNATURE: Tracy Patterson

DATE SIGNED: 02/28/2024

Total Attachments: 12

source=Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property (ActiveCampaign)#page1.tif

source=Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property (ActiveCampaign)#page2.tif

source=Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property (ActiveCampaign)#page3.tif

source=Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property (ActiveCampaign)#page4.tif

source=Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property (ActiveCampaign)#page5.tif

source=Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property (ActiveCampaign)#page6.tif

source=Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property (ActiveCampaign)#page7.tif

source=Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property (ActiveCampaign)#page8.tif

source=Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property (ActiveCampaign)#page9.tif

source=Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property (ActiveCampaign)#page10.tif

source=Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property (ActiveCampaign)#page11.tif

source=Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property (ActiveCampaign)#page12.tif

SECOND AMENDED AND RESTATED CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS SECOND AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Confirmatory Grant”) dated as of February 26, 2024, is made by ACTIVECAMPAIGN, LLC, a Delaware limited liability company (“ActiveCampaign”), AC PM LLC, a Delaware limited liability company (“Acquisition Sub”; together with ActiveCampaign and any additional borrower that may thereafter be added to the Credit Agreement (as defined below), individually and collectively, the “Borrower” and/or “Borrowers”) and ACTIVECAMPAIGN HOLDINGS, LLC, a Delaware limited liability company (“Holdings”; together with Borrowers, individually and collectively, the “Grantor” and/or “Grantors”), in favor of CIBC BANK USA, an Illinois banking corporation in its capacity as administrative agent for the Lenders identified below (together with its successors and assigns, the “Agent”).

RECITALS

WHEREAS, Grantors, the other Loan Parties party thereto, the lenders party thereto (“Lenders”), and the Agent are parties to that certain Credit Agreement dated as of April 21, 2022 (as the same has been and may be further amended, supplemented or modified from time to time, the “Credit Agreement”), which provides for Agent on behalf of Lenders to make certain loans to Borrowers, and Grantors and Agent are parties to that certain Guaranty and Collateral Agreement dated as of April 21, 2022 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), which provides for the grant by each Grantor to Agent for the benefit of Lenders and itself of a security interest in such Grantor’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof;

WHEREAS, Grantors and Agent are party to that certain Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property dated as of July 7, 2023 (as amended or modified through the date hereof, the “Original Confirmatory Grant”), and the parties hereto desire to amend and restate such Original Confirmatory Grant; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Agent. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, the Credit Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors (intending to be legally bound) hereby agree as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Credit Agreement) of the Obligations, Grantors hereby confirm their grant of (and do hereby grant) to Agent a continuing security interest in and to any and all of Grantors' right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the "Intellectual Property"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Patents"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Grantors' business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "Trademarks"); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Copyrights").

3. Effect on Credit Agreement. Grantors acknowledge and agree that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Agent or Lenders under the Security Agreement or the Credit Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the

United States Copyright Office or Library of Congress in order to provide notice of Agent's security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant, the Security Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Security Agreement and this Confirmatory Grant, the terms of the Security Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full, this Confirmatory Grant shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and Agent shall execute and deliver to Grantors any document reasonably requested by Grantors, at Grantors' sole cost and expense, as is necessary to evidence termination of the security interest granted by Grantors to Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Grantors and Agent; provided, however, Agent is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Grantors after the date hereof or delete or remove Intellectual Property of Grantors after the date hereof that is released in accordance with Section 8.17(b) of the Security Agreement (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Grantors and their successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Grantors shall not assign this Confirmatory Grant or any of Grantors' obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Titles and paragraph headings used herein are for convenience only and shall not substantively modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Grantors agree to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Grantors acknowledge that a copy of this Confirmatory Grant will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Grantors, and Grantors hereby authorize the Commissioner for Patents and

Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Agent or its agent.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS CONFIRMATORY GRANT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

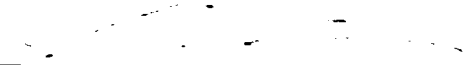
11. Amendment and Restatement of Original Confirmatory Grant. On the date hereof (the "Restatement Date"), the Original Confirmatory Grant shall be modified, amended and restated by this Confirmatory Grant. The parties hereto acknowledge and agree that: (a) this Confirmatory Grant and the other agreements, instruments, certificates and documents executed and delivered in connection herewith do not constitute a novation, payment or termination of the Obligations under the Original Confirmatory Grant as in effect prior to the Restatement Date; and (b) such Obligations are in all respects continuing with only the terms thereof being amended and modified as provided in this Confirmatory Grant and the Credit Agreement. Without limitation of the foregoing, Grantors hereby fully and unconditionally ratify and affirm the Original Confirmatory Grant, as amended, and agrees that all security interests and other liens granted to Agent (for the benefit of itself and the Lenders) in the collateral thereunder shall from and after the date hereof secure all Obligations hereunder in favor of Agent (for the benefit of itself and the Lenders). Notwithstanding the amendments effected by this Confirmatory Grant of the representations, warranties and covenants of Grantors contained in the Original Confirmatory Grant, Grantors acknowledge and agree that any choses in action or other rights created in favor of Agent and Lenders and their successors and assigns arising out of the representations and warranties of Grantors contained in or delivered (including representations and warranties delivered in connection with the making of the loans or other extensions of credit thereunder) in connection with the Original Confirmatory Grant, shall survive the execution and delivery of this Confirmatory Grant in favor of Agent. All indemnification obligations of Grantors pursuant to the Original Confirmatory Grant shall survive the amendment and restatement of the Original Confirmatory Grant pursuant to this Confirmatory Grant.

[Signature Page Follows]


IN WITNESS WHEREOF, the undersigned Grantors have duly executed this Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property in favor of Agent, as of the date first written above.

GRANTORS:

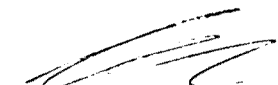
ACTIVE CAMPAIGN HOLDINGS, LLC

By: 
Name: Jason VandeBoom
Title: President, Chief Executive Officer and Secretary

ACTIVECAMPAIGN, LLC

By: 
Name: Jason VandeBoom
Title: Chief Executive Officer and Secretary

AC PM LLC

By: 
Name: Jason VandeBoom
Title: President and Secretary

Agreed and Accepted:

CIBC BANK USA, as Agent

By: _____
Name: Kurt Nichols
Title: Managing Director

Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property

IN WITNESS WHEREOF, the undersigned Grantors have duly executed this Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property in favor of Agent, as of the date first written above.

GRANTORS:

ACTIVE CAMPAIGN HOLDINGS, LLC

By: _____
Name: Jason VandeBoom
Title: President, Chief Executive Officer and Secretary

ACTIVECAMPAIGN, LLC

By: _____
Name: Jason VandeBoom
Title: Chief Executive Officer and Secretary

AC PM LLC

By: _____
Name: Jason VandeBoom
Title: President and Secretary

Agreed and Accepted:

CIBC BANK USA, as Agent

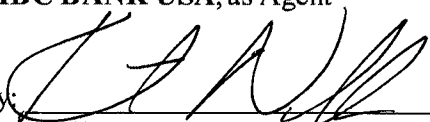
By: 
Name: Kurt Nichols
Title: Managing Director

EXHIBIT A

PATENTS

Patents and Patent Licenses

None.

EXHIBIT B

TRADEMARKS

Trade names:

None.

Trademarks and Trademark Licenses

Owner	Reg./App.No.	SerialNo.	Country	Status	Registration / Application Date	Mark
ActiveCampaign, LLC	5301294	87371772	USA	Live	10/3/2017	ActiveCampaign >
ActiveCampaign, LLC	5301292	87371748	USA	Live	10/3/2017	>
ActiveCampaign, LLC	4935812	86679788	USA	Live	4/12/2016	ActiveCampaign
ActiveCampaign, LLC	3479833	77345888	USA	Dead	8/5/2008	ACTIVECAMPAIGN
ActiveCampaign, LLC	1831558	--	Canada	--	4/6/2017	ACTIVECAMPAIGN
Daniel Law*	91255920	--	Brazil	--	4/17/2017	ACTIVECAMPAIGN
ActiveCampaign, LLC	1354385	1857083	International Register - Countries included: Australia, China, European Union, United Kingdom	Live	4/17/2017	Active Campaign

Owner	Reg. /App. No.	SerialNo.	Country	Status	Registration / Application Date	Mark
AC PM, LLC (licensed to ActiveCampaign, LLC)	2057524	--	Australia	Live	12/15/2019	ONESEND
AC PM, LLC (licensed to ActiveCampaign, LLC)	1783989	--	Australia	Live	7/26/2016	BEACONNEAR

*Daniel Law, a Brazilian intellectual property law firm, holds the registered mark in Brazil as agent for ActiveCampaign, LLC.

Trademark Applications

Owner	SerialNo.	Country	Status	Registration / Application Date	Mark
ActiveCampaign, LLC	97454945	USA	Live	Application 6/13/2022 filed 5/2/2023 published for opposition owner	ActiveCampaign > Postmark
ActiveCampaign, LLC	97454954	USA	Live	Application 6/13/2022 filed 5/2/2023 published for opposition owner	P
ActiveCampaign, LLC	97631267	USA	Live	Application 10/13/2022 filed 5/2/2023 published for opposition owner	POSTMARK


Owner	SerialNo.	Country	Status	Registration / Application Date	Mark
ActiveCampaign, LLC	98/400007	USA	Live	Application 2/9/2024 filed	ACTIVECAMPAIGN HQ
ActiveCampaign, LLC	98/399534	USA	Live	Application 2/9/2024 filed	ActiveCampaign 

EXHIBIT C
COPYRIGHTS

None.