TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509667

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DiscoverOrg, LLC		02/01/2019	Limited Liability Company: DELAWARE
DiscoverOrg Acquisition Company LLC		02/01/2019	Limited Liability Company: DELAWARE
DiscoverOrg Data, LLC		02/01/2019	Limited Liability Company: DELAWARE
NeverBounce, LLC		02/01/2019	Limited Liability Company: DELAWARE
Zoom Information Inc.		02/01/2019	Corporation: DELAWARE
Datanyze, Inc.		02/01/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street, 4th Floor
Internal Address:	Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4386401	BAD DATA
Registration Number:	4698214	DISCOVERORG
Registration Number:	5104809	DEALPREDICT
Registration Number:	5364643	ACCOUNTVIEW
Registration Number:	5494131	LEADLOOKUP
Registration Number:	5364529	DATANYZE
Registration Number:	4436357	DATANYZE
Registration Number:	5453301	NEVERBOUNCE
Registration Number:	3745768	IPROFILE
Registration Number:	4261528	RAINKING

CH $615.00 4386401

Property Type	Number	Word Mark
Registration Number:	5279602	SALES INTELLIGENCE REALIZED
Registration Number:	5279593	RAINKING SALES INTELLIGENCE REALIZED
Registration Number:	3139651	ZOOMINFO
Registration Number:	3149281	ZOOM INFORMATION
Registration Number:	3159573	ZOOM
Registration Number:	3223696	JOBCAST
Registration Number:	3514617	KNOW YOUR STUFF
Registration Number:	3756388	ZIPI
Registration Number:	3851924	POWERSEARCH
Registration Number:	5122295	MY CONTACTS
Registration Number:	5140380	REACHOUT
Registration Number:	5215488	GROWTH ACCELERATION PLATFORM
Registration Number:	5292142	SELL BETTER. MARKET BETTER. BE BETTER.
Registration Number:	5299527	

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	27280.00003
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	02/11/2019

Total Attachments: 9

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated February 1, 2019, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Morgan Stanley Senior Funding, Inc., as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, DISCOVERORG, LLC, a Delaware limited liability company (the "Borrower"), DISCOVERORG MIDCO, LLC, a Delaware limited liability company ("Holdings"), have entered into the Second Lien Credit Agreement dated as of February 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders and financial institutions from time to time party thereto, and MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement dated February 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Collateral"):

(i) all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the "Patents");

(ii) all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP

SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

DISCOVERORG, LLC

By: _____
Name: Anthony Stark
Title: Vice President and Secretary

DISCOVERORG ACQUISITION COMPANY LLC

By: _____
Name: Anthony Stark
Title: Vice President and Secretary

DISCOVERORG DATA, LLC

By: _____
Name: Anthony Stark
Title: Vice President and Secretary

NEVERBOUNCE, LLC

By: _____
Name: Anthony Stark
Title: Vice President and Secretary

ZOOM INFORMATION INC.

By: _____
Name: Anthony Stark
Title: Vice President and Secretary

DATANYZE, INC.

By: _____
Name: Anthony Stark
Title: Vice President and Secretary

[Signature Page to Second Lien Intellectual Property Security Agreement]

MORGAN STANLEY SENIOR FUNDING, INC., as the Collateral Agent

By: _____
Name: Jonathon Rauen
Title: Authorized Signatory

[Signature Page to First Lien Intellectual Property Security Agreement]

SCHEDULE A - PATENTS

Title	Application No.	App. Date	Grant Date	Patent Number	Owner
Computer method and apparatus for determining content types of web pages	09768869	1/24/2001	4/8/2008	7356761	Zoom Information Inc.
Computer method and apparatus for collecting people and organization information from web sites	09821908	3/30/2001	1/3/2006	6983282	Zoom Information Inc.
Computer method and apparatus for extracting data from web pages	09910169	7/20/2001	6/20/2006	7065483	Zoom Information Inc.
Method for maintaining people and organization information	09917200	7/27/2001	5/30/2006	7054886	Zoom Information Inc.
Computer method and apparatus for determining content owner of a website	09704080	11/1/2000	9/9/2003	6618717	Zoom Information Inc.
Computer method and apparatus for determining site type of a website	09703907	11/1/2000	8/17/2004	6778986	Zoom Information Inc.

SCHEDULE B - TRADEMARKS

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Owner
	05/4/2012	85617621	4386401	08/20/2013	DiscoverOrg, LLC
DiscoverOrg	01/2/2014	86156353	4698214	03/10/2015	DiscoverOrg, LLC
DEALPREDICT	05/9/2016	87030358	5104809	12/20/2016	DiscoverOrg, LLC
ACCOUNTVIEW	05/26/2017	87466257	5364643	12/26/2017	DiscoverOrg, LLC
LEADLOOKUP	05/26/2017	87466269	5494131	06/12/2018	DiscoverOrg, LLC
DATANYZE	05/25/2017	87464097	5364529	12/26/2017	Datanyze, Inc.
DATANYZE	04/10/2013	85900240	4436357	11/19/2013	Datanyze, Inc.
NEVERBOUNCE	09/26/2017	87622367	5453301	04/24/2018	NeverBounce, LLC
iProfile	04/16/2008	77450059	3745768	02/09/2010	DiscoverOrg Acquisition Company LLC
RAINKING	05/7/2012	85618413	4261528	12/18/2012	DiscoverOrg Data, LLC
SALES INTELLIGENCE REALIZED	09/2/2016	87160271	5279602	09/05/2017	DiscoverOrg Data, LLC
RAINKING	08/31/2016	87156817	5279593	09/05/2017	DiscoverOrg Data, LLC
ZOOMINFO	12/7/2004	76623995	3139651	09/05/2006	Zoom Information Inc.
ZOOM INFORMATION	12/7/2004	76623994	3149281	09/26/2006	Zoom Information Inc.
ZOOM	12/7/2004	76623993	3159573	10/17/2006	Zoom Information Inc.
JOBCAST	06/2/2006	76660987	3223696	01/16/2007	Zoom Information Inc.
KNOW YOUR STUFF	03/20/2008	76687916	3514617	10/14/2008	Zoom Information Inc.
ZIPI	02/6/2009	76695631	3756388	03/09/2010	Zoom Information Inc.
POWERSEARCH	08/11/2009	76698914	3851924	07/13/2010	Zoom Information Inc.
MY CONTACTS	05/3/2016	87023284	5122295	01/17/2017	Zoom Information Inc.
REACHOUT	05/3/2016	87023165	5140380	02/14/2017	Zoom Information Inc.
GROWTH ACCELERATION PLATFORM	05/6/2016	87027580	5215488	05/30/2017	Zoom Information Inc.
SELL BETTER. MARKET BETTER. BE BETTER.	05/6/2016	87028006	5292142	07/15/2017	Zoom Information Inc.
LOGO DESIGN	10/29/2016	87220207	5299527	10/03/2017	Zoom Information Inc.

SCHEDULE C - COPYRIGHTS

Title	Copyright No.	Registration Date	Owner
DiscoverOrg Organizational Charts	TX0007487999	12/27/2010	DiscoverOrg, LLC