

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DUN & BRADSTREET, INC.		05/21/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative agent and Collateral agent		
Street Address:	101 N. TRYON ST.		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5993888	WE ARE TEACHERS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	46431-1		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	05/26/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2020 (this “**Agreement**”), between DUN & BRADSTREET, INC., a Delaware corporation (the “**Grantor**”) and BANK OF AMERICA, N.A., as administrative agent and collateral agent for the Secured Parties (as defined in the Credit Agreement) (in such capacity, the “**Administrative Agent**”).

Reference is made to (a) the Credit Agreement, dated as of February 8, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among The Dun & Bradstreet Corporation, a Delaware corporation (the “**Borrower**”), Star Intermediate III, LLC, a Delaware limited liability company (“**Holdings**”), each lender from time to time party thereto (collectively, the “**Lenders**” and each, a “**Lender**”), the other L/C Issuers party thereto from time to time and Bank of America, N.A., as Administrative Agent, Swing Line Lender and an L/C Issuer and (b) the Security Agreement dated as of February 8, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) by and among Merger Sub, which upon effectiveness of the Acquisition will be merged with and into the Target, the Borrower, Holdings, the Subsidiary Guarantors (as defined in the Credit Agreement) from time to time party thereto and Bank of America, N.A., as the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of Grantor’s right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the “**Trademark Collateral**”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Subject to Section 7.12 of the Security Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantor all instruments in writing in

recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Authorization. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

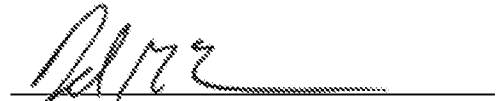
SECTION 8. Conflicts. Notwithstanding anything contrary contained herein, in the event of any conflict or inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern and control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DUN & BRADSTREET, INC.

By

A handwritten signature in black ink, appearing to read 'DMC', is written over a horizontal line.

Name: Debra McCann

Title: Vice President and Treasurer

BANK OF AMERICA, N.A., as Administrative Agent

By: Melissa Mullis
Name: Melissa Mullis
Title: Assistant Vice President

Schedule I

U.S. Trademark Registrations and Applications

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Expiry	Class	Status	Current Owner of Record
1.	WE ARE TEACHERS	USA	88273571 Jan. 23, 2019	5993888 Feb. 25, 2020	Feb. 25, 2030	9,35,41,44	Registered	Dun & Bradstreet, Inc.