

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM684928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TECHTARGET, INC.		10/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, as Administrative Agent		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3313499	BRIFORUM	
Registration Number:	2318913	BITPIPE	
Registration Number:	4476785		
Registration Number:	2859438		
Registration Number:	2905191	INFORMATION SECURITY	
Registration Number:	3978072	INFORMATION SECURITY	
Registration Number:	2909448	STORAGE	
Registration Number:	2450682	TECHTARGET	
Registration Number:	2919099	TECHTARGET	
Registration Number:	2919100	TECHTARGET	
Registration Number:	2919102	TECHTARGET	
Registration Number:	2919103	TECHTARGET	
Registration Number:	2614878	TECHTARGET	
Registration Number:	2631491	TECHTARGET	
Registration Number:	2191331	WHATIS	
Registration Number:	2099406	WHATIS.COM	
Registration Number:	3338467	LIST OPTIMIZER	
Registration Number:	5527545	DATA SCIENCE CENTRAL	
Registration Number:	3519772	ESG	

OP \$515.00 3313499

Property Type	Number	Word Mark
Registration Number:	3926455	GETTING TO THE BIGGER TRUTH

CORRESPONDENCE DATA

Fax Number:
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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1516807
NAME OF SUBMITTER:	Diane Giacomozzi, Sr Corporate Paralegal
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	11/01/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 29, 2021 by and between **WESTERN ALLIANCE BANK**, an Arizona corporation, as administrative agent and collateral agent for the Lenders (in such capacity, the "Administrative Agent") and **TECHTARGET, INC.**, a Delaware corporation with its principal place of business located at 275 Grove Street, Newton, Massachusetts 02466 ("Grantor").

RECITALS

A. Lenders (as hereinafter defined) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Administrative Agent, Grantor, and the lenders from time to time party thereto (the "Lenders") dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Administrative Agent for the ratable benefit of the Lenders and Administrative Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Lenders and Administrative Agent.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Administrative Agent, for the ratable benefit of the Lenders and Administrative Agent, a security interest in all of 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 Grantor's obligations to Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Lenders and the Administrative Agent, Grantor grants and pledges to Administrative Agent, for the ratable benefit of the Lenders and Administrative Agent, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret,

now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials of the United States to record and register this Agreement upon request by Administrative Agent.

3. Authorization. Grantor hereby authorizes Administrative Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words “execute,” “execution,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

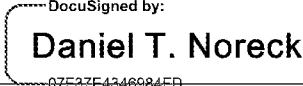
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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:

TECHTARGET, INC.

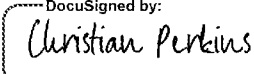
By: 07F37E4346984FD...

Name: Daniel T. Noreck

Title: Chief Financial Officer and Treasurer

ADMINISTRATIVE AGENT:

WESTERN ALLIANCE BANK, AN
ARIZONA CORPORATION

By: 0F05491319644D8...

Name: Christian Perkins

Title: Senior Director

EXHIBIT A

Copyrights

<u>Owner</u>	<u>Title</u>	<u>Reg. No.</u>
Rima Patel Sriganesh, Gerald Brose, Micah Silverman and TechTarget, Inc.	Mastering Enterprise JavaBeans 3.0	TX0006506222

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
BRIFORUM	78/488097	22-Sep-2004	3313499	16-Oct-2007
BITPIPE	75/614805	04-Jan-1999	2318913	15-Feb-2000
[Design Only]	85/683926	23-Jul-2012	4476785	04-Feb-2014
[Design Only]	76/445887	26-Aug-2002	2859438	06-Jul-2004
INFORMATION SECURITY	78/331433	21-Nov-2003	2905191	23-Nov-2004
INFORMATION SECURITY	85/173663	10-Nov-2010	3978072	14-Jun-2011
STORAGE	76/317032	25-Sep-2001	2909448	14-Dec-2004
TECHTARGET	75/827028	20-Oct-1999	2450682	15-May-2001
TECHTARGET	78/354667	21-Jan-2004	2919099	18-Jan-2005
TECHTARGET	78/354668	21-Jan-2004	2919100	18-Jan-2005
TECHTARGET	78/354675	21-Jan-2004	2919102	18-Jan-2005
TECHTARGET	78/354677	21-Jan-2004	2919103	18-Jan-2005
TECHTARGET	76/275108	21-Jun-2001	2614678	03-Sep-2002
[Design Only]	76/348999	17-Dec-2001	2631491	08-Oct-2002
WHATIS	75/177127	04-Oct-1996	2191331	22-Sep-1998
WHATIS.COM	75/177126	04-Oct-1996	2099406	23-Sep-1997
LIST OPTIMIZER	77/086801	19-Jan-2007	3338467	20-Nov-2007
DATA SCIENCE CENTRAL	87/429675	28-Apr-2017	5527545	31-Jul-2018
ESG	77/422610	14-Mar-2008	3519772	21-Oct-2008
GETTING TO THE BIGGER TRUTH	77/776302	08-Jul-2009	3926455	01-Mar-2011

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