

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496748

| | | | |
|---|--|-------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Selligent, Inc. | | 11/05/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | AB Private Credit Investors LLC, as Collateral Agent | | |
| Street Address: | 500 W. Fifth St., Ste., 1100 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78701 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2914711 | STRONGMAIL | |
| Registration Number: | 2965565 | STRONGMAIL | |
| Registration Number: | 3478982 | MESSAGE STUDIO | |
| Registration Number: | 3478983 | STRONGSTART | |
| Registration Number: | 3586899 | SOCIALNOTES | |
| Registration Number: | 3905630 | SOCIAL DIRECT | |
| Registration Number: | 4606423 | STRONGVIEW | |
| Registration Number: | 4610675 | PRESENT TENSE MARKETING | |
| Registration Number: | 4670935 | INTERACTIONSTORE | |
| Registration Number: | 5325219 | ENGAGEMENT SPHERE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175269899 | | |
| <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: | 6175269628 | | |
| Email: | cslattery@proskauer.com | | |
| Correspondent Name: | Christine Slattery | | |
| Address Line 1: | Proskauer Rose LLP | | |
| Address Line 2: | One International Place, 23rd Floor | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |

CH \$265.00 2914711

| | |
|--------------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 17813 / 012 |
| NAME OF SUBMITTER: | Christine Slattery |
| SIGNATURE: | /Christine Slattery/ |
| DATE SIGNED: | 11/05/2018 |

Total Attachments: 6

source=ABSelligent Trademark Security Agreement Selligent Inc#page1.tif

source=ABSelligent Trademark Security Agreement Selligent Inc#page2.tif

source=ABSelligent Trademark Security Agreement Selligent Inc#page3.tif

source=ABSelligent Trademark Security Agreement Selligent Inc#page4.tif

source=ABSelligent Trademark Security Agreement Selligent Inc#page5.tif

source=ABSelligent Trademark Security Agreement Selligent Inc#page6.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 5, 2018 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of AB Private Credit Investors LLC ("AB"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of November 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Selligent, Inc., a Delaware corporation, as a borrower (the "US Borrower"), Selligent SA, a Belgium limited company being registered with the crossroad bank for enterprises (Kruispuntbank van Ondernemingen/Banque Carrefour des Entreprises) under the number 0433.657.207 and with a registered office at Avenue de Finlande 2, Parc de l'Alliance, Building B,1420 Braine l'Alleud (Belgium) (the "Belgian Borrower" and together with the US Borrower, the "Borrowers" and each a "Borrower"), Selligent Group Limited, a UK limited company with company number 11628138 and registered address at Second Floor, 45 Folgate Street, London, United Kingdom, E1 6GL ("Intermediate Holdings"), each of the other Guarantors (such terms and each other capitalized term used but not defined herein having the meaning given to it in Article I thereof) upon becoming a party thereto, the Lenders and AB, as administrative agent (in such capacity, "Administrative Agent") for the Lenders and as collateral agent (in such capacity, "Collateral Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a US Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "US Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the US Security Agreement and used herein have the meaning given to them in the US Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest in, on and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, those United States trademark registrations and applications listed on Schedule 1 attached hereto;

(b) rights and privileges arising under applicable Legal Requirements with respect to such Pledgor's use of any of the foregoing;

- (c) Goodwill associated therewith;
- (d) continuations, extensions and renewals thereof and amendments thereto;
- (e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;
- (f) rights corresponding thereto throughout the world;
- (g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith; and
- (h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property). Notwithstanding anything to the contrary contained in clauses (a) through (g), the first priority Security Interest (subject to Permitted Liens) created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark application until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the USPTO with respect to such intent-to-use trademark application. but only if and to the extent that the granting of a Security Interest in such application would result in the impairment of the validity or enforceability of such application or any resulting registration; provided, that, to the extent such application is excluded from the Trademark Collateral, then upon the submission of evidence of use of such trademark, and acceptance thereof by, the USPTO, such trademark application shall automatically be included in the Trademark Collateral and will no longer constitute Excluded Property, without further action on any party's part.

SECTION 3. US Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with and not in limitation of the Security Interest granted to the Collateral Agent pursuant to the US Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the US Security Agreement, the provisions of the US Security Agreement shall control.

SECTION 4. Termination. Subject to Section 10.3 of the US Security Agreement, this Trademark Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Security Interest of this Agreement and the other Loan Documents when the Commitments have been terminated and the Obligations shall have been paid in full in accordance with the terms of the Credit Agreement (other than contingent indemnification obligations and unasserted expense reimbursement obligations). Subject to Section 10.3 of the US Security Agreement, upon termination hereof, the Security Interest granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to the applicable Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Asset Sale of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale to another Pledgor) the Security Interest in such Pledged Collateral shall automatically and immediately terminate. Upon termination hereof or any such Asset Sale, permitted disposition (other than to another Pledgor) or release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall on the date thereof and at such other times

promptly upon the request of any Pledgor, at the sole reasonable cost and expense of the Pledgors, assign, transfer and deliver to the Pledgors, against receipt and without recourse to or warranty by the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its Security Interest in the Pledged Collateral, such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

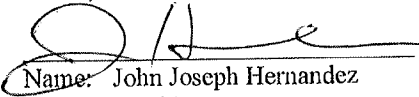
[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

SELLIGENT, INC.

By:



Name: John Joseph Hernandez

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006533 FRAME: 0589

Accepted and Agreed:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: 
Name: Shishir Agrawal
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|----------------|----------------------------|----------------------------|
| Selligent Inc. | US 2914711 | STRONGMAIL |
| Selligent Inc. | US 2965565 | STRONGMAIL |
| Selligent Inc. | US 3478982 | MESSAGE STUDIO |
| Selligent Inc. | US 3478983 | STRONGSTART |
| Selligent Inc. | US 3586899 | SOCIALNOTES |
| Selligent Inc. | US 3905630 | SOCIAL DIRECT |
| Selligent Inc. | US 4606423 | STRONGVIEW |
| Selligent Inc. | US 4610675 | PRESENT TENSE MARKETING |
| Selligent Inc. | US 4670935 | INTERACTIONSTORE |
| Selligent Inc. | US 5325219 | ENGAGEMENT SPHERE |

United States Trademark Applications:

None.