# 504320947 04/13/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4367629

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		SECURITY INTEREST		
CONVEYING PARTY D	ΑΤΑ			
		Name	Execution Date	
SURVEYMONKEY INC.			04/13/2017	
RECEIVING PARTY DA	-			
Name:		MORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:		METROTECH CENTER		
City:	BROOKLY			
State/Country:	NEW YOF	łK		
Postal Code:	11245			
PROPERTY NUMBERS	6 Total: 15			
Property Type		Number		
Patent Number:	85	83568		
Patent Number:	929	94623		
Patent Number:	939	98450		
Application Number:	13	966829		
Application Number:	14	061368		
Application Number:	14	104151		
Application Number:	14	452336		
Application Number:	14	473294		
Application Number:	14	473397		
Application Number:	14	558901		
Application Number:	14	584567		
Application Number:	14	049864		
Application Number:	15	000692		
Application Number:	14	978087		
Application Number:	15	244887		
CORRESPONDENCE D		00/40/4 7510		
	•	00)494-7512 Ne e-mail address first; if that is u	Insuccessful, it will be sent	
		that is unsuccessful, it will be s		
Phone:	80	0-494-5225		

Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 4:	STEW 1025 V NATIC	n@nationalcorp.com /ART WALSH VERMONT AVE NW, SUITE 1130 DNAL CORPORATE RESEARCH, LTD HINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:		F169596
NAME OF SUBMITTER:		JUSTIN HUNTE
SIGNATURE:		/Justin Hunte/
DATE SIGNED:		04/13/2017
Total Attachments: 6   source=Survey Monkey - 2017 - Patent Security Agreement [NCR]#page2.tif   source=Survey Monkey - 2017 - Patent Security Agreement [NCR]#page3.tif   source=Survey Monkey - 2017 - Patent Security Agreement [NCR]#page4.tif   source=Survey Monkey - 2017 - Patent Security Agreement [NCR]#page5.tif   source=Survey Monkey - 2017 - Patent Security Agreement [NCR]#page6.tif   source=Survey Monkey - 2017 - Patent Security Agreement [NCR]#page6.tif   source=Survey Monkey - 2017 - Patent Security Agreement [NCR]#page7.tif		

PATENT SECURITY AGREEMENT dated as of April 13, 2017 (this "<u>Agreement</u>"), by and between SurveyMonkey Inc. (the "<u>Grantor</u>"), and JPMorgan Chase Bank, N.A. ("<u>JPMCB</u>"), as Administrative Agent.

Reference is made to (a) the Refinancing Facility Agreement dated as of April 13, 2017, to the Credit Agreement dated as of February 7, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"), among Grantor, a Delaware corporation, SVMK Inc., a Delaware corporation ("Holdings"), the Lenders party thereto from time to time and JPMCB, as Administrative Agent, pursuant to which the Existing Credit Agreement is amended and restated in its entirety (the "Amended and Restated Credit Agreement") and (b) the Guarantee and Collateral Agreement dated as of February 7, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Holdings, the Subsidiary Loan Parties party thereto from time to time and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Grantor subject to the terms and conditions set forth in the Amended and Restated Credit Agreement. The Grantor will derive substantial benefits from the extension of credit to the Grantor under the Amended and Restated Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Amended and Restated Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Amended and Restated Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent Collateral"):

All patent rights in any work subject to the patent laws of the United States, whether as author, assignee, transferee or otherwise; and all registrations and applications for registration of any such patent in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Patent and Trademark Office, including those listed on <u>Schedule I.</u>

SECTION 3. <u>Collateral Agreement</u>. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Counterparts</u>. 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 counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

#### [SIGNATURE PAGES FOLLOW]

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:		
	Name: Title:	Nicholas Gibron-Beer Vice President

[Signature Page to Patent Security Agreement]

PATENT REEL: 042003 FRAME: 0476 IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SURVEYMONKEY INC., as Grantor By: Kimothy Maly Name; Title: Fitle: Chief Operating Officer, Chief Financial Officer and Treasurer

[Signature Page to Patent Security Agreement]

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#### PATENT REEL: 042003 FRAME: 0477

#### **SCHEDULE I**

#### Patents

Title	Application No.	Filing Date	Patent No.	Issue Date
SYSTEMS AND METHODS FOR DETECTION OF SATISFICING IN SURVEYS	13/218,889	08/26/2011	8,583,568	11/12/2013
SYSTEMS AND METHODS FOR SELF- SERVICE AUTOMATED DIAL-OUT AND CALL-IN SURVEYS	12/883,865	09/16/2010	9,294,623	03/22/2016
MOBILE SURVEY TOOLS WITH ADDED SECURITY	14/170,314	01/31/2014	9,398,450	07/19/2016

### Patent Applications

Title	Application No.	Filing Date
SYSTEMS AND METHODS FOR ANALYZING ONLINE SURVEYS AND SURVEY CREATORS	13/966,829	08/14/2013
ENTERPRISE ACCESS TO SURVEY TOOLS	14/061,368	10/23/2013
INTEGRATION OF FORM AND FILE SERVICES	14/104,151	12/12/2013
PROVIDING SURVEY CONTENT RECOMMENDATIONS	14/452,336	08/05/2014
SYSTEMS AND METHODS FOR ANALYZING ONLINE SURVEY QUESTIONS	14/473,294	08/29/2014
ONLINE SURVEY RESULTS PRESENTATION TOOLS AND TECHNIQUES	14/473,397	08/29/2014
ONLINE SURVEY RESULTS FILTERING TOOLS AND TECHNIQUES	14/558,901	12/03/2014
UNIFIED PROFILES	14/584,567	12/29/2014
SYSTEMS AND METHODS FOR DETECTION OF SATISFICING IN SURVEYS	14/049,864	10/09/2013

Title	Application No.	Filing Date
ONLINE SURVEY PROBLEM REPORTING SYSTEMS AND METHODS	15/000,692	01/19/2016
METHOD AND SYSTEM FOR DIGITALLY FINGERPRINTING DATA STREAMS	14/978,087	12/22/2015
SELF-LEARNING SURVEYS	15/244,887	

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RECORDED: 04/13/2017