

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5510396

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SAILTHRU, INC.	05/06/2019
RECEIVING PARTY DATA	
Name:	HERCULES CAPITAL, INC., AS COLLATERAL AGENT
Street Address:	400 HAMILTON AVENUE, SUITE 310
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9158733
Application Number:	14683114
CORRESPONDENCE DATA	
Fax Number:	(212)715-8100
<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>	
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ATTORNEY DOCKET NUMBER:	071016-00019
NAME OF SUBMITTER:	DIANE TORNIALI
SIGNATURE:	/Diane Torniali/
DATE SIGNED:	05/07/2019
Total Attachments: 5	
source=071016_00019_Patent_Security_Agreement_EXECUTED_Campaign_Monitor_2L_IPSA_Patent_Sailthru#page1	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of May 6, 2019 (this "Agreement"), among SAILTHRU, INC. (the "Grantor") and HERCULES CAPITAL, INC., as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Second Lien Credit Agreement, dated as of May 6, 2019 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CM 2019 (UK) LIMITED, a limited liability company incorporated under the laws of England and Wales with registered number 1190370, CAMPAIGN MONITOR (UK) LIMITED, a limited liability company incorporated under the laws of England and Wales with registered number 09469048 (the "Lead Borrower"), SISTERCO HOLDINGS, INC., a Delaware corporation (the "U.S. Borrower", and together with the Lead Borrower, the "Borrowers"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and HERCULES CAPITAL, INC., as the administrative agent, and (b) that certain Second Lien Collateral Agreement, dated as of May 6, 2019 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement"), among the Borrowers, the Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of a Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this 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 hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under (a) the Patents and Patent applications listed on Schedule I attached hereto, (b) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (c) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights accruing thereunder or pertaining thereto throughout the world (the "Patent Collateral"). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Second Lien 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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Second Lien Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.


SECTION 5. 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 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[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.

SAILTHRU, INC., as Grantor

By:  _____

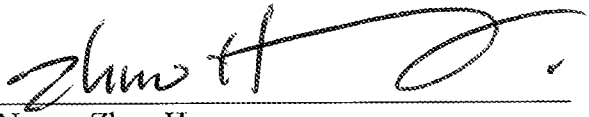
Name: Mike Vantusko

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 049100 FRAME: 0900

**HERCULES CAPITAL, INC., as Collateral
Agent**

By: 

Name: Zhuo Huang

Title: Associate General Counsel

Schedule I

Patent Registrations

Grantor	Patent	Patent No.	Issue Date
Sailthru, Inc.	Computerized System and Method for Linking a User's Email that Tracks a User's Interest and Activity	9158733	10/15/2015

Patent Applications

Grantor	Patent	Application No.	Application Date
Sailthru, Inc.	Behavioral Tracking System and Method in Support of High-Engagement Communications	14683114	4/9/2015