

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6881901

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DEMANDBASE, INC.	08/02/2021
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK,
Street Address:	3003 TASMAN DRIVE, HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	8412847
Patent Number:	9419850
Patent Number:	7620655
Patent Number:	10257141
Patent Number:	10693821
Application Number:	15216672
Application Number:	15078943
Application Number:	61656839
Application Number:	61693732
Application Number:	61777552
Application Number:	62138930
Application Number:	62198636
CORRESPONDENCE DATA	
Fax Number:	
<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:	202-370-4750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JOANNA MCCALL
Address Line 1:	1025 CONNECTICUT AVE NW, SUITE 712
Address Line 2:	COGENCY GLOBAL INC.

PATENT

Address Line 4: WASHINGTON, D.C. 20036	
ATTORNEY DOCKET NUMBER:	1447488 H03
NAME OF SUBMITTER:	GWENDOLYN MECSAS, PARALEGAL
SIGNATURE:	/Gwendolyn Meccas/
DATE SIGNED:	08/25/2021
Total Attachments: 5 source=H03. Demandbase IPDA Patent#page1.tif source=H03. Demandbase IPDA Patent#page2.tif source=H03. Demandbase IPDA Patent#page3.tif source=H03. Demandbase IPDA Patent#page4.tif source=H03. Demandbase IPDA Patent#page5.tif	

SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of August 2, 2021 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 2400 Hanover Street Palo Alto, California 94304 ("Bank") and **DEMANDBASE, INC.**, a Delaware corporation, with its principal place of business located at 680 Folsom Street, Suite 400, San Francisco, California 94107 ("Grantor").

Recitals

A. Grantor and Bank have previously entered into that certain Second Amended and Restated Loan and Security Agreement dated as of July 31, 2018, between Borrower and Bank, as amended by a certain First Loan Modification Agreement dated as of October 22, 2018, as amended by a certain Second Loan Modification Agreement dated as of March 7, 2019, as further amended by a certain Third Loan Modification Agreement dated as of April 5, 2019, as further amended by a certain Fourth Loan Modification Agreement dated as of July 30, 2020, and as further amended by a certain Fifth Loan Modification Agreement dated as of September 2, 2020, and as further amended and affected by a certain Joinder and Sixth Loan Modification Agreement dated as of September 9, 2020 (as amended, modified, restated, replaced, or supplemented from time to time, the "Loan Agreement").

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement by and between Bank and Grantor dated as of April 5, 2019, as amended by a certain First Amendment to Intellectual Property Security Agreement dated as of September 9, 2020 (as has been and as may be further amended, modified, restated, replaced, and/or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank are, concurrently herewith, amending the Loan Agreement pursuant to that certain Joinder and Seventh Loan Modification Agreement dated as of even date herewith.

D. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. The IP Security Agreement shall be amended by deleting the following text, appearing in Recital A thereof:

"Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **ENGAGIO, INC.**, and **DEMANDBASE LIMITED** (each such party, including Grantor, a "Borrower") (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement dated as of July 31, 2018, between Borrower and Bank, as amended by a certain First Loan Modification Agreement dated as of October 22, 2018, as amended by a certain Second Loan Modification Agreement dated as of March 7, 2019, as further amended by a certain Third Loan Modification Agreement dated as of April 5, 2019, as further amended by a certain Fourth Loan Modification Agreement dated as of July 30, 2020, as further amended by a certain Fifth Loan Modification Agreement dated as of September 2, 2020, and as further amended by a certain Joinder and Sixth Loan Modification Agreement dated as of September 9, 2020 (as the same has been and as may be further amended, modified, supplemented and/or restated from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Bank a

security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.”

and inserting in lieu thereof the following:

“Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **ENGAGIO, INC., DEMANDBASE LIMITED, INSIDEVIEW TECHNOLOGIES, INC., and DEMANDMATRIX, LLC** (each such party, including Grantor, a “Borrower”) (the “Loans”) in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement dated as of July 31, 2018, between Borrower and Bank, as amended by a certain First Loan Modification Agreement dated as of October 22, 2018, as amended by a certain Second Loan Modification Agreement dated as of March 7, 2019, as further amended by a certain Third Loan Modification Agreement dated as of April 5, 2019, as further amended by a certain Fourth Loan Modification Agreement dated as of July 30, 2020, as further amended by a certain Fifth Loan Modification Agreement dated as of September 2, 2020, as further amended and affected by a certain Joinder and Sixth Loan Modification Agreement dated as of September 9, 2020, and as further amended by a certain Joinder and Seventh Loan Modification Agreement dated as of August 2, 2021 (as the same has been and as may be further amended, modified, supplemented and/or restated from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) constituting Collateral to secure the obligations of Borrower to Bank.”

2. Exhibits A and B to the IP Security Agreement are hereby replaced in their entirety with Schedule 1 and Schedule 2, respectively, attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Except as expressly provided herein, the IP Security Agreement shall remain in full force and effect following the date hereof, and the IP Security Agreement shall be read and construed as if the terms of this Amendment were included therein by way of addition, deletion or substitution, as the case may be. Grantor acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

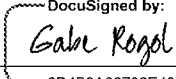
C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the first date written above.

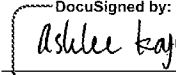
GRANTOR:

DEMANDBASE, INC.

By:  DocuSigned by:
0D4B3A86732E42E...
Name: Gabe Rogol
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By:  DocuSigned by:
650B8729BF6E49F...
Name: Ashlee Kaji
Title: Director

SCHEDULE I

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Account-Based Marketing: How to Target and Engage the Companies That Will Grow Your Revenue	TX0008779189	7/31/2019

SCHEDULE 2

Patents

<u>Description</u>	<u>Application Number</u>	<u>Filed Date</u>	<u>Patent Number</u>	<u>Registration Date</u>
Mapping network addresses to organizations	12/916,448	10/29/2010	8,412,847	4/2/2013
Mapping network addresses to organizations	13/781,099	2/28/2013	9,419,850	8/16/2016
Method, device and computer program for identifying visitors of websites	10/839,252	5/6/2004	7,620,655	11/17/2009
System and Method for Delivering Inline Interactive Objects Encapsulated in a Message	15/069,756	3/14/2016	10,257,141	4/9/2019
System and Method for Delivering Inline Interactive Objects Encapsulated in a Message	16/378,910	4/9/2019	10,693,821	6/23/2020
Super SID	15/216,672	7/21/2016		
Job function/ Personas / Cross-device targeting	15/078,943	3/23/2016		
Paid Search/ Display Ads	61/656,839	6/5/2013		
CAC (Company Auto-Complete)	61/693,732	8/27/2012		
Organization-Specific Advertising Limits	61/777,552	3/12/2013		
Job function/ Personas / Cross-device targeting	62/138,930	3/26/2013		
Super SID	62/198,636	7/29/2015		

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