

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7227113

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
SELLIGENT, INC.		01/12/2021
RECEIVING PARTY DATA		
Name:	BARINGS FINANCE LLC, AS COLLATERAL AGENT	
Street Address:	300 SOUTH TRYON STREET, SUITE 2500	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28202	
PROPERTY NUMBERS Total: 22		
Property Type	Number	
Patent Number:	10002367	
Patent Number:	10013701	
Patent Number:	10019727	
Patent Number:	10171409	
Patent Number:	10601754	
Patent Number:	7698369	
Patent Number:	7698462	
Patent Number:	7720911	
Patent Number:	8140376	
Patent Number:	8171159	
Patent Number:	8316090	
Patent Number:	8386638	
Patent Number:	8402100	
Patent Number:	8417558	
Patent Number:	8914455	
Patent Number:	9553836	
Patent Number:	9892420	
Patent Number:	9990648	
Patent Number:	9998421	
Patent Number:	9990649	

Property Type	Number
Patent Number:	8935344
Application Number:	15045203

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: DUSAN CLARK, ESQ.

Address Line 1: SIDLEY AUSTIN LLP

Address Line 2: 2021 MCKINNEY AVE., SUITE 2000

Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	34632-50020
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	03/16/2022

Total Attachments: 6

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of January 12, 2021 (this “Agreement”), among SELLIGENT, INC., a Delaware corporation (the “Grantor”), and BARINGS FINANCE LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain First 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 Loan Party”), CM ACQUISITIONS HOLDINGS INC. (f/k/a Sisterco Holdings, Inc.), a Delaware corporation (the “U.S. Borrower”, and together with the Lead Loan Party, the “Borrowers”), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and BARINGS FINANCE LLC, as the administrative agent, and (b) that certain First Lien Collateral Agreement, dated as of May 6, 2019 (as amended, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among the Borrowers, the Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks 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 the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First 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 a sale, transfer, conveyance or other assignment of any Patent Collateral.

SECTION 3. First 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 First 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 First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the First 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.

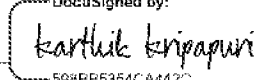
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SELLIGENT, INC., as Grantor

By:  _____
Name: 59#EB5354CA442C... Kartik Kripapuri
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 059280 FRAME: 0673

**BARINGS FINANCE LLC, as Collateral
Agent**

By: 

Name: L. Max McEwen

Title: Managing Director

[Signature Page to Patent Security Agreement]

**PATENT
REEL: 059280 FRAME: 0674**

Schedule I

Patent Registrations

Grantor	Patent	Patent No.	Issue Date
Selligent, Inc.	SYSTEM AND METHOD FOR MANAGING MESSAGE CAMPAIGN DATA	10002367	19-JUN-2018
Selligent, Inc.	SYSTEM AND METHOD FOR MANAGING MESSAGE CAMPAIGN DATA	10013701	03-JUL-2018
Selligent, Inc.	SYSTEM AND METHOD FOR MANAGING MESSAGE CAMPAIGN DATA	10019727	10-JUL-2018
Selligent, Inc.	SYSTEMS AND METHODS FOR PATH OPTIMIZATION IN A MESSAGE CAMPAIGN	10171409	01-JAN-2019
Selligent, Inc.	MESSAGE DELIVERY SYSTEM USING MESSAGE METADATA	10601754	24-MAR-2020
Selligent, Inc.	EMAIL DELIVERY SYSTEM USING METADATA ON EMAILS TO MANAGE VIRTUAL STORAGE	7698369	13-APR-2010
Selligent, Inc.	SYSTEMS AND METHODS FOR ADAPTIVE COMMUNICATION CONTROL	7698462	13-APR-2010
Selligent, Inc.	EMAIL USING QUEUES IN NON-PERSISTENT MEMORY	7720911	18-MAY-2010
Selligent, Inc.	SYSTEM AND METHOD FOR OPTIMIZATION OF VIRAL MARKETING EFFORTS	8140376	20-MAR-2012
Selligent, Inc.	SYSTEMS AND METHODS FOR ADAPTIVE COMMUNICATION CONTROL	8171159	01-MAY-2012
Selligent, Inc.	SYSTEMS AND METHODS FOR COMMUNICATING LOGIC IN E-MAIL MESSAGES	8316090	20-NOV-2012
Selligent, Inc.	SYSTEMS AND METHODS FOR ADAPTIVE COMMUNICATION CONTROL	8386638	26-FEB-2013
Selligent, Inc.	EMAIL DELIVERY SYSTEM USING METADATA ON EMAILS TO MANAGE VIRTUAL	8402100	19-MAR-2013

	STORAGE		
Selligent, Inc.	SYSTEMS AND METHODS FOR IDENTIFYING OFFERED INCENTIVES THAT WILL ACHIEVE AN OBJECTIVE	8417558	09-APR-2013
Selligent, Inc.	SYSTEMS AND METHODS FOR PROCESSING EMAILS	8914455	16-DEC-2014
Selligent, Inc.	SYSTEMS AND METHODS FOR PROCESSING EMAILS	9553836	24-JAN-2017
Selligent, Inc.	SYSTEM AND METHOD FOR MANAGING MESSAGE CAMPAIGN DATA	9892420	13-FEB-2018
Selligent, Inc.	SYSTEM AND METHOD FOR MANAGING MESSAGE CAMPAIGN DATA	9990648	05-JUN-2018
Selligent, Inc.	OPEN CHANNEL APPLICATION PROGRAMMING INTERFACE	9998421	12-JUN-2018
Selligent, Inc.	SYSTEM AND METHOD FOR MANAGING MESSAGE CAMPAIGN DATA	9990649	05-JUN-2018
Selligent, Inc.	SYSTEMS AND METHODS FOR MESSAGE PERSONALIZATION	8935344	13-JAN-2015

Patent Applications

Grantor	Patent	Application No.	Application Date
Selligent, Inc.	SYSTEMS AND METHODS FOR INFLUENCING MARKETING CAMPAIGNS	15045203	16-FEB-2016