

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7790556

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DEMANDBASE, INC.	02/09/2023
ENGAGIO, INC.	02/09/2023
INSIDEVIEW TECHNOLOGIES, INC.	02/09/2023
RECEIVING PARTY DATA	
Name:	VCP CAPITAL MARKETS, LLC
Street Address:	FOUR EMBARCADERO CENTER
Internal Address:	20TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	7620655
Patent Number:	8412847
Patent Number:	9419850
Patent Number:	10325212
Patent Number:	10796229
Patent Number:	10257141
Patent Number:	10693821
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:	650.838.3706

Email: eva.wang@shearman.com
Correspondent Name: EVA WANG
Address Line 1: 599 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 43302/00004

NAME OF SUBMITTER: EVA WANG

SIGNATURE: /Eva Wang/

DATE SIGNED: 02/10/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “***IP Security Agreement***”) dated February 9, 2023, is made by each of the signatories hereto (collectively, the “***Grantors***”), in favor of VCP Capital Markets, LLC, as administrative agent, collateral agent and trustee (together with its successors, in such capacities, the “***Collateral Agent***”).

W I T N E S S E T H:

WHEREAS, Demandbase, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of February 9, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “***Credit Agreement***”), with VCP Capital Markets, LLC, as Administrative Agent, VCP Capital Markets, LLC, as Collateral Agent, and the Lender Parties party thereto.

WHEREAS, as a condition precedent to the obligation of each Lender to make its initial Borrowing under the Credit Agreement, each Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated February 9, 2023 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “***Collateral Agreement***”); and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute and deliver this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or Collateral Agreement and used herein have the meanings given to them in the Credit Agreement or Collateral Agreement, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “***Collateral***”):

- (a) all Patents, including the Patent applications and registrations set forth in Schedule A hereto that, in each case, are owned by such Grantor;
- (b) all Trademarks, including the Trademark registrations and applications set forth in Schedule B hereto that, in each case, are owned by such Grantor (provided that no security interest shall be granted in United States intent-to-use trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051 to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided that, after such period, each

Grantor acknowledges that such interest in such trademark or service mark application shall be subject to a security interest in favor of the Collateral Agent and shall be included in the Collateral), together with the goodwill symbolized thereby;

- (c) all Copyrights, including the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto that, in each case, are owned by such Grantor, or in the case of exclusive copyright licenses, a Grantor is a party thereto;
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DEMANDBASE, INC.

By  _____
Name: Gabe Rogol
Title: Chief Executive Officer & President

ENGAGIO, INC.

By  _____
Name: Gabe Rogol
Title: Chief Executive Officer, President,
Treasurer and Secretary

INSIDEVIEW TECHNOLOGIES, INC.

By  _____
Name: Gabe Rogol
Title: Chief Executive Officer, President,
Treasurer and Secretary

[Signature Page to IP Security Agreement]

Schedule A

U.S. Patents

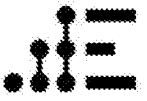

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
Demandbase, Inc.	US	7,620,655	11/17/2009	Larsson, Magnus Sperling, Bjorn	Method, Device and Computer Program Product for Identifying Visitors of Websites
Demandbase, Inc.	US	8,412,847	4/2/2013	Longo, Martin D.	Mapping Network Addresses to Organizations
Demandbase, Inc.	US	9,419,850	8/16/2016	Longo, Martin D.	Mapping Network Addresses to Organizations
InsideView Technologies, Inc.	US	10,325,212 B1	6/18/2019	Paliwal, Abhay Kumar Saradhi, Vedula Vijaya Muldoon, Jason	Predictive Intelligent Softbots on the Cloud
InsideView Technologies, Inc.	US	10,796,229 B1	10/6/2020	Paliwal, Abhay Kumar Muldoon, Jason	Building an Interactive Knowledge List for Business Ontologies
Demandbase, Inc.	US	10,257,141	4/9/2019	McEvoy, Michael Fenton, Jamie Faye Tempkin, David	System and method for delivering inline interactive objects encapsulated in a message
Demandbase, Inc.	US	10,693,821	6/23/2020	McEvoy, Michael Fenton, Jamie Faye Tempkin, David	System and method for delivering inline interactive objects encapsulated in a message

U.S. Patent Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Title</u>
Demandbase, Inc.	US	61/656,839	6/5/2013	Paid Search / Display Ads
Demandbase, Inc.	US	61/693,732	2/28/2013	CAC (Company Auto-Complete)
Demandbase, Inc.	US	61/777,552	3/12/2013	Organization-Specific Advertising Limits
Demandbase, Inc.	US	62/138,930	3/26/2015	Job function / Personas / Cross-device targeting
Demandbase, Inc.	US	62/198,636	7/29/2015	Super SID

Schedule B

U.S. Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Demandbase, Inc.	US	Active	5,358,042	12/19/2017	11/27/2016	Demandbase, Inc.	DEMANDBASE B2B MARKETING CLOUD
Demandbase, Inc.	US	Active	5,127,718	1/24/2017	5/26/2016	Demandbase, Inc.	DEMANDBASE
InsideView Technologies, Inc.	US	Active	3,528,036	11/4/2008	11/20/2006	InsideView Technologies, Inc.	INSIDEVIEW
InsideView Technologies, Inc.	US	Active	4,109,286	3/6/2012	11/23/2009	InsideView Technologies, Inc.	INSIDEVIEW
Engagio, Inc.	US	Active	5,028,094	8/23/2016	5/8/2015	Engagio, Inc.	 (Engagio Logo)
Engagio, Inc.	US	Active	5,069,536	10/25/2016	5/8/2015	Engagio, Inc.	 (Engagio Logo)

Schedule C

U.S. Copyrights

<u>Owner</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Type of Work</u>
Demandbase, Inc.	Account-Based Marketing: How to Target and Engage the Companies That Will Grow Your Revenue?	TX0008779189	7/31/2019	Text