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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM439083

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zoom Information Inc.		08/11/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Crescent Direct Lending, LLC, as Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark	
Registration Number:	3139651	ZOOMINFO	
Registration Number:	3149281	ZOOM INFORMATION	
Registration Number:	3159573	ZOOM	
Registration Number:	3223696	JOBCAST	
Registration Number:	3514617	KNOW YOUR STUFF	
Registration Number:	3756388	ZIPI	
Registration Number:	3851924	POWERSEARCH	
Registration Number:	5122295	MY CONTACTS	
Registration Number:	5140380	REACHOUT	
Registration Number:	5215488	GROWTH ACCELERATION PLATFORM	
Serial Number:	87028006	SELL BETTER. MARKET BETTER. BE BETTER.	
Serial Number:	87220207		

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP

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	One International Place, 23rd Floor Boston, MASSACHUSETTS 02110	
ATTORNEY DOCKET NUMBER:	22283 / 023	
NAME OF SUBMITTER:	Christine Slattery	
SIGNATURE:	/Christine Slattery/	
DATE SIGNED:	08/14/2017	

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") is made as of this 11th day of August, 2017 by the undersigned "Grantor" (the "<u>Grantor</u>") in favor of **CRESCENT DIRECT LENDING, LLC**, a Delaware limited liability company, in its capacity as Agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) (in such capacity, "<u>Grantee</u>"):

WITNESSETH

WHEREAS, the Grantor, the other Loan Parties from time to time party thereto, Grantee, and the financial institutions party thereto from time to time as Lenders have entered into a certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Zoom Information Inc., a Delaware corporation (the "Borrower") (collectively, the "Loans").

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of the date hereof among Grantee, the Borrower and the other Persons from time to time party thereto as "Grantors" (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement, including registrations and applications therefore) together with the goodwill of the business associated with Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Guarantee and Collateral Agreement</u>. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "<u>Trademark Collateral</u>"), whether now owned or existing or hereafter created, acquired or arising:

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- (i) each Trademark listed on <u>Schedule A</u> annexed hereto, together with any renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii) all income, royalties, products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement, misappropriation, violation, dilution or other impairment of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.
- 3. <u>Intent-To-Use Trademarks</u>. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.
- 4. <u>Governing Law</u>. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles
- 5. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ZOOM INFORMATION INC.,

a Delaware corporation, as Borrower

By: Name: Steve Hill

Title: Chief Financial Officer, Treasurer and Secretary

Agreed and Accepted As of the Date First Written Above:

CRESCENT DIRECT LENDING, LLC, as Agent

By: Crescent Capital Group LP, its sole member

Title: Managing Director

By: _____

Name: Michael Rogers
Title: Managing Director

SCHEDULE A

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	App./Reg. Nos.	App./Reg. Date
Zoom Information Inc.	ZOOMINFO	Live	3139651	09/05/2006
Zoom Information Inc.	ZOOM INFORMATION	Live	3149281	09/26/2006
Zoom Information Inc.	ZOOM	Live	3159573	10/17/2006
Zoom Information Inc.	JOBCAST	Live	3223696	01/16/2007
Zoom Information Inc.	KNOW YOUR STUFF	Live	3514617	10/14/2008
Zoom Information Inc.	ZIPI	Live	3756388	03/09/2010
Zoom Information Inc.	POWERSEARCH	Live	3851924	07/13/2010
Zoom Information Inc.	MY CONTACTS	Live	5122295	01/17/2017
Zoom Information Inc.	REACHOUT	Live	5140380	02/14/2017
Zoom Information Inc.	GROWTH ACCELERATION PLATFORM	Live	5215488	05/30/2017
Zoom Information Inc.	SELL BETTER. MARKET BETTER. BE BETTER	Live	87028006 (Application)	07/15/2017
Zoom Information Inc.	LOGO DESIGN	Live	87220207 (Application)	10/29/2016

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RECORDED: 08/14/2017

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