

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SURVEYMONKEY INC.		10/10/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, NA., as Administrative Agent		
Street Address:	4 Chase Metrotech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5029475	FLUIDSURVEYS	
Registration Number:	5015402	FLUIDREVIEW	
Registration Number:	5000909	FLUIDWARE	
Registration Number:	4826404	HAYMAKER	
Registration Number:	4826051	TECHVALIDATE	
Registration Number:	3945632	SURVEYMONKEY	
Registration Number:	3762880	SURVEYMONKEY	
Registration Number:	3416703	Z	
Registration Number:	3945630	SURVEYMONKEY	
Registration Number:	4046068	THE BEST DECISIONS START HERE	
Registration Number:	3837052	WUFOO	
Registration Number:	5419352	PEOPLE POWERED DATA	
Serial Number:	88037295		
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		

OP \$340.00 5029475

Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1002914 TM

NAME OF SUBMITTER: ANNETTE VERA

SIGNATURE: /ANNETTE VERA/

DATE SIGNED: 10/11/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of October 10, 2018 (this "Agreement"), among SurveyMonkey Inc. (the "Grantor"), and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Refinancing Facility Agreement dated as of October 10, 2018, to the Amended and Restated Credit Agreement dated as of April 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"), among the Grantor, a Delaware corporation, SVMK Inc., a Delaware corporation ("Holdings"), the Lenders party thereto from time to time and JPMCB, as Administrative Agent, pursuant to which the Existing Credit Agreement is amended and restated in its entirety (the "Amended and Restated Credit Agreement") and (b) the Guarantee and Collateral Agreement dated as of February 7, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among SurveyMonkey Inc., Holdings, the Subsidiary Loan Parties party thereto from time to time and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Grantor subject to the terms and conditions set forth in the Amended and Restated Credit Agreement. The Grantor will derive substantial benefits from the extension of credit to the Grantor under the Amended and Restated Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Amended and Restated Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Amended and Restated Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral");

All trademark rights in any work subject to the trademark laws of the United States, whether as author, assignee, transferee or otherwise; and all registrations and applications for registration of any such trademark in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Patent and Trademark Office, including those listed on Schedule I.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the

security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. 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 counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

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

SURVEYMONKEY INC., as Grantor

By: 

Name: Timothy Maly

Title: Chief Operating Officer, Chief Financial Officer
and Treasurer

[Signature Page to Trademark Security Agreement]

[[3871995]]

TRADEMARK
REEL: 006454 FRAME: 0434

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Nicolas Gilron-Beer
Title: Executive Director

[Signature Page to Trademark Security Agreement]

[[3871905]]

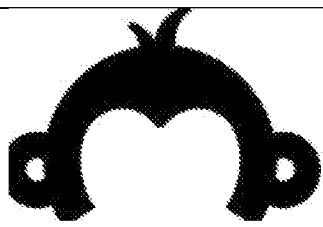
TRADEMARK
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SCHEDULE I

Trademarks

Grantor	Mark	Serial No.	Filing Date	Registration No.	Registration Date
SurveyMonkey Inc.	FLUIDSURVEYS	86/187,295	02/07/2014	5,029,475	08/30/2016
SurveyMonkey Inc.	FLUIDREVIEW	86/187,317	02/07/2014	5,015,402	08/09/2016
SurveyMonkey Inc.	FLUIDWARE	86/187,310	02/07/2014	5,000,909	07/19/2016
SurveyMonkey Inc.	HAYMAKER	86/537,018	02/17/2015	4,826,404	10/06/2015
SurveyMonkey Inc.	TECHVALIDATE	86/527,873	02/07/2015	4,826,051	10/06/2015
SurveyMonkey Inc.	SURVEYMONKEY	77/914,757	01/19/2010	3,945,632	04/12/2011
SurveyMonkey Inc.	SURVEYMONKEY	77/797,002	08/04/2009	3,762,880	03/23/2010
SurveyMonkey Inc.	Z	77/047,078	11/17/2006	3,416,703	04/29/2008
SurveyMonkey Inc.	SURVEYMONKEY	77/914,726	01/19/2010	3,945,630	04/12/2011
SurveyMonkey Inc.	THE BEST DECISIONS START HERE	77/934,950	02/12/2010	4,046,068	10/25/2011
SurveyMonkey Inc.	WUFOO	77/859,306	10/28/2009	3,837,052	08/24/2010
SurveyMonkey Inc.	PEOPLE POWERED DATA	87/263,273	12/09/2016	5,419,352	03/06/2018

Trademarks Applications

Grantor	Mark	Serial No.	Filing Date
SurveyMonkey Inc.		88/037,295	07/13/2018