

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cloudera, Inc.		12/22/2020	Corporation: DELAWARE
Hortonworks, Inc.		12/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as Collateral Agent		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3714527	CLOUDERA	
Registration Number:	3685914	CLOUDERA	
Registration Number:	4860873	CLOUDERA	
Registration Number:	5278129	CLOUDERA	
Registration Number:	6011624	CLOUDERA	
Registration Number:	4552400	CLOUDERA IMPALA	
Registration Number:	4820442	HUE	
Registration Number:	5317890	DATAWORKS SUMMIT	
Registration Number:	4764218	HDP	
Registration Number:	4338500	HORTONWORKS	
Registration Number:	4338505	HORTONWORKS	
Registration Number:	5182655	POWERING THE FUTURE OF DATA	
Serial Number:	88468943	CLOUDERA	
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:	800-494-5225		

OP \$340.00 3714527

Email: ipteam@cogencyglobal.com
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: 1306800 TM

NAME OF SUBMITTER: Ryleigh Peterson

SIGNATURE: /Ryleigh Peterson/

DATE SIGNED: 12/22/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2020 (this “Agreement”), is entered into by and among Cloudera, Inc., a Delaware corporation (the “Borrower”), and Hortonworks, Inc., a Delaware corporation (“Hortonworks” and together with the Borrower, individually and collectively, the “Grantor”), and CITIBANK, N.A. (“Citi”), as collateral agent for the Secured Parties (as defined in the Credit Agreement (as defined below)) (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), among the Borrower, Hortonworks and the other Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the 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”), among the Borrower, the Lenders from time to time party thereto and Citibank, N.A. as the Administrative Agent and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.04 of the 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 hereby assigns, pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its 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 in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the “Trademarks”);

(ii) all goodwill associated with or symbolized by the Trademarks;

(iii) all other assets, rights and interests that uniquely reflect or embody such goodwill;

(iv) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect to any of the foregoing; and

(v) rights to sue for past, present and future infringement, misappropriation or other violations of any of the foregoing;

but excluding any intent-to-use trademark or service mark application prior to the filing of, and acceptance of, a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, 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 such intent-to-use trademark application under applicable federal law.

SECTION 3. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Counterparts; Electronic Execution. 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 Supplement by fax, “.pdf”, or other similar electronic format shall be as effective as delivery of a manually signed counterpart of this Supplement. The words “execution,” “execute”, “signed,” “signature” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent (and, for the avoidance of doubt, electronic signatures utilizing the DocuSign platform shall be deemed approved), or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

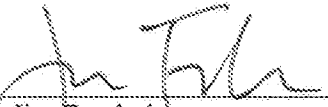
SECTION 5. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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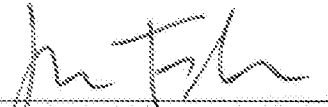
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

CLOUDERA, INC.

By: 
Name: Jim Frankola
Title: Chief Financial Officer

HORTONWORKS, INC.

By: 
Name: Jim Frankola
Title: Chief Financial Officer

CITIBANK, N.A., as Collateral Agent.

By: 

Name: Michael V. Moore

Title: Director & Vice President

SCHEDULE I

Trademarks

Mark	Application No. Filing Date	Registration No. Registration Date	Expiration Date	Grantor
CLOUDERA	77686697 09-MAR-2009	3714527 24-NOV-2009	If not renewed: 11/24/2029	Cloudera, Inc.
CLOUDERA	77686699 09-MAR-2009	3685914 22-SEP-2009	If not renewed: 9/22/2029	Cloudera, Inc.
CLOUDERA	86422588 13-OCT-2014	4860873 24-NOV-2015	If not renewed: 11/24/2025	Cloudera, Inc.
CLOUDERA	87230358 08-NOV-2016	5278129 29-AUG-2017	If not renewed: 8/29/2027	Cloudera, Inc.
CLOUDERA CLOUDERA	88388359 16-APR-2019	6011624 17-MAR-2020	If not renewed: 3/17/2030	Cloudera, Inc.
CLOUDERA	88468943 11-JUN-2019		N/A	Cloudera, Inc.
CLOUDERA IMPALA	85723822 07-SEP-2012	4552400 17-JUN-2014	If not renewed: 6/17/2024	Cloudera, Inc.
HUE	86029262 05-AUG-2013	4820442 29-SEP-2015	If not renewed: 9/29/2025	Cloudera, Inc.
DATAWORKS SUMMIT	86958833 30-MAR-2016	5317890 24-OCT-2017	If not renewed: 10/24/2027	Hortonworks, Inc.
HDP	86448432 07-NOV-2014	4764218 30-JUN-2015	If not renewed: 6/30/2025	Hortonworks, Inc.
HORTONWORKS  Hortonworks	85738850 26-SEP-2012	4338500 21-MAY-2013	If not renewed: 5/21/2023	Hortonworks, Inc.
HORTONWORKS	85738878 26-SEP-2012	4338505 21-MAY-2013	If not renewed: 5/21/2023	Hortonworks, Inc.
POWERING THE FUTURE OF DATA	86850326 15-DEC-2015	5182655 11-APR-2017	If not renewed: 4/11/2027	Hortonworks, Inc.