

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Demand Science Group, LLC		12/22/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL, 1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90123358	DEMAND SCIENCE	
Serial Number:	90123327	PUREB2B	
Serial Number:	90123336	SOFTWARETRENDS	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	125180.16		
NAME OF SUBMITTER:	Spencer Simon		
SIGNATURE:	/Spencer Simon/		
DATE SIGNED:	12/22/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this “Agreement”), dated as of December 22, 2020, between Demand Science Group, LLC, a Delaware limited liability company (the “Grantor”) and JPMorgan Chase Bank, N.A., in its capacity as the administrative agent (the “Administrative Agent”) for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of December 22, 2020, (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) among the Grantor, each subsidiary of the Grantor party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of December 22, 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as borrower, the other loan parties from time to time party thereto, the lenders party thereto (the “Lenders”) and the Administrative Agent.

The Lenders have agreed to extend credit to the Grantor 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 and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.03 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 Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to 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”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business 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 thereof (if any), 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 similar offices in any State of the United States or any other country or any political subdivision thereof

(except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I hereto (the “Trademarks”);

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

(c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. *Security 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 Security 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law; Jurisdiction; Consent to Service of Process; WAIVER OF JURY TRIAL.* The terms of Sections 9.09 and 9.10 of the Credit Agreement with respect to governing law, jurisdiction, consent to service of process and waiver of jury trial are incorporated herein by reference, as applicable to this Agreement, *mutatis mutandis*, and the parties hereto agree to such terms.

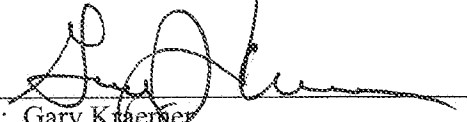
SECTION 5. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including emailed pdf.) shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. *Amendments.* None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

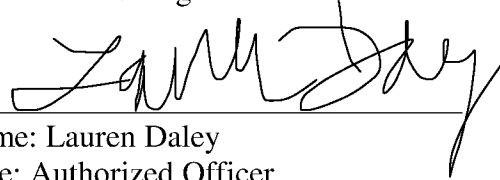
DEMAND SCIENCE GROUP, LLC, as a Grantor

By: 
Name: Gary Kraemer
Title: Chief Financial Officer, Secretary and
Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007143 FRAME: 0380

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

By: 
Name: Lauren Daley
Title: Authorized Officer

SCHEDULE I

Trademark Applications and Registrations

<u>Owner</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Application Filing Date</u>
Demand Science Group, LLC	DEMAND SCIENCE	90123358	August 19, 2020
Demand Science Group, LLC	PUREB2B	90123327	August 19, 2020
Demand Science Group, LLC	SoftwareTrends	90123336	August 19, 2020