# OP \$140.00 97583874

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM763432

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PINTEREST, INC.		10/25/2022	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., as collateral agent	
Street Address:	10 South Dearborn, Floor L2	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	National Banking Association: UNITED STATES	

# **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	97583874	SHUFFLES
Serial Number:	97583816	SHUFFLES
Serial Number:	97588015	S
Serial Number:	97588011	S
Serial Number:	97588003	S SHUFFLES

### **CORRESPONDENCE DATA**

Fax Number:

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:** 8448182387

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Connecticut Avenue NW

Address Line 2: Suite 712

Address Line 4: Washington, NEW YORK 20036

ATTORNEY DOCKET NUMBER:	1814330 TM	
NAME OF SUBMITTER:	Caroline Hughes	
SIGNATURE:	/Caroline Hughes/	
DATE SIGNED:	10/25/2022	

# **Total Attachments: 5**

source=Pinterest 2022\_Trademark Security Agreement [Executed]#page2.tif source=Pinterest 2022\_Trademark Security Agreement [Executed]#page3.tif source=Pinterest 2022\_Trademark Security Agreement [Executed]#page4.tif source=Pinterest 2022\_Trademark Security Agreement [Executed]#page5.tif source=Pinterest 2022\_Trademark Security Agreement [Executed]#page6.tif

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2022 (this "Agreement"), between PINTEREST, INC. (the "Grantor"), and JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the "Collateral Agent").

### RECITALS

- (A) Grantor, the other GUARANTORS party thereto, the LENDERS and ISSUING BANKS from time to time party thereto, and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent") and Collateral Agent, have entered into a Revolving Credit and Guaranty Agreement, dated as of November 15, 2018, as amended and restated as of October 25, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").
- (B) Grantor is party to a Pledge and Security Agreement, dated as of November 15, 2018, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### **SECTION 1** Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

# **SECTION 2** Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under the Trademark Collateral. This Agreement is not to be construed as an assignment of any Trademark Collateral.

"Trademark Collateral" means (a) all of each Grantor's right, title and interest in, to and under all United States registered Trademarks and United States Trademark applications owned by Grantor listed on Schedule I attached hereto (other than any "intent-to-use" trademark or service mark application filed with the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use"

whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act with respect thereto, 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 such intent-to-use application or registration that issues from such intent-to-use application under applicable federal law) and (b) all goodwill associated therewith or symbolized thereby.

### **SECTION 3** Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby is more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

### **SECTION 4** Term

The term of this Agreement shall be coterminous with the term of the Pledge and Security Agreement.

# **SECTION 5** Governing Law and Consent to Jurisdiction

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. THE TERMS AND PROVISIONS OF SECTION 9.13 OF THE PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN.

# **SECTION 6** Counterparts

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall be deemed an original, but all of which when taken together shall constitute a single contract. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect. "Electronic Signatures" means an electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record. This Agreement will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. The Collateral Agent may also require that any Electronic Signatures be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any Electronic Signature delivered.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

PINTEREST, INC.

Ву

Name: Todd R. Morgenfeld

Title: Chief Financial Officer and Head of Business Operations

**REEL: 007885 FRAME: 0879** 

ACCEPTED AND AGREED: JPMORGAN CHASE BANK, N.A., as Collateral Agent

By Vidita J. Shah Name: Vidita J. Shah

Title: Vice President

# **SCHEDULE I**

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

# TRADEMARK APPLICATIONS

Applicant	Trademark	Application No.	Filing Date
Pinterest, Inc.	SHUFFLES	97583874	Thursday, September 8, 2022
Pinterest, Inc.	SHUFFLES	97583816	Thursday, September 8, 2022
Pinterest, Inc.		97588015	Monday, September 12, 2022
Pinterest, Inc.		97588011	Monday, September 12, 2022
Pinterest, Inc.		97588003	Monday, September 12, 2022
	SHUFFLES		

[[5907053]]

**RECORDED: 10/25/2022**