

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792117

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WOWTEXT, LLC | | 03/02/2023 | Limited Liability Company: DELAWARE |
| TINGLEY LANE TRADING, LLC | | 03/02/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A. | | |
| Street Address: | 10 South Dearborn, Floor L2, Suite IL 1-1145 | | |
| Internal Address: | Middle Market Servicing | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97426021 | | |
| Serial Number: | 97426006 | TINGLEY LANE TRADING | |
| Serial Number: | 97425998 | TINGLEY LANE | |
| Serial Number: | 97252179 | WOWTEXT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048853900 | | |
| <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: | 404.885.3099 | | |
| Email: | trademarks@troutman.com | | |
| Correspondent Name: | Brandon M. Reed, Esq. | | |
| Address Line 1: | 600 Peachtree Street NE, Suite 3000 | | |
| Address Line 2: | Troutman Pepper | | |
| Address Line 4: | Atlanta, GEORGIA 30308 | | |
| ATTORNEY DOCKET NUMBER: | 256674.000002 | | |
| NAME OF SUBMITTER: | Brandon M. Reed | | |

CH \$115.00 97426021

| | |
|---|-------------------|
| SIGNATURE: | /Brandon M. Reed/ |
| DATE SIGNED: | 03/06/2023 |
| Total Attachments: 7 source=JPM_VaynerX_-_First_Amendment_-_IP_Security_Agreement_[Execution_Version]#page1.tif source=JPM_VaynerX_-_First_Amendment_-_IP_Security_Agreement_[Execution_Version]#page2.tif source=JPM_VaynerX_-_First_Amendment_-_IP_Security_Agreement_[Execution_Version]#page3.tif source=JPM_VaynerX_-_First_Amendment_-_IP_Security_Agreement_[Execution_Version]#page4.tif source=JPM_VaynerX_-_First_Amendment_-_IP_Security_Agreement_[Execution_Version]#page5.tif source=JPM_VaynerX_-_First_Amendment_-_IP_Security_Agreement_[Execution_Version]#page6.tif source=JPM_VaynerX_-_First_Amendment_-_IP_Security_Agreement_[Execution_Version]#page7.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of March 2, 2023, by and among WOWTEXT, LLC, a Delaware limited liability company ("WowText"), TINGLEY LANE TRADING, LLC, a Delaware limited liability company ("Tingley"), and together with WowText, each a "Grantor" and, collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the Lenders party to the Amended Credit Agreement referred to below.

PRELIMINARY STATEMENT

A. The Grantors, VaynerX, LLC, a Delaware limited liability company (the "Borrower"), VaynerStudios, LLC, a Delaware limited liability company ("VaynerStudios"), VaynerCommerce, LLC, a Delaware limited liability company ("VaynerCommerce"), VaynerMedia, LLC, a New Jersey limited liability company ("VaynerMedia"), VaynerProductions, LLC, a New York limited liability company ("VaynerProductions"), Wow Media Products Inc., a Delaware corporation ("Wow Media"), and together with VaynerStudios, VaynerCommerce, VaynerMedia, VaynerProductions, collectively, the "Guarantors", and together with the Borrower, each a "Loan Party" and, collectively, the "Loan Parties"), the other Loan Parties party thereto, the Administrative Agent, and the Lenders are entering into a First Amendment and Joinder to Credit Agreement, dated of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Amendment"), which joins Grantors as "Guarantors" to and further amends that certain Credit Agreement, dated as of September 1, 2021, by and between certain Loan Parties, Administrative Agent and Lenders (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; and together with the Amendment, the "Amended Credit Agreement").

B. Each Grantor is entering into this Agreement and joining that certain Pledge and Security Agreement, September 1, 2021 (as amended, restated, amended and restated, replaced, extended, supplemented, or otherwise modified from time to time, the "Security Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement or, if not defined therein, in the Amended Credit Agreement) in order to induce the Administrative Agent to enter into and extend credit to the Borrowers under the Amended Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article X of the Amended Credit Agreement.

C. Pursuant to the terms of the Security Agreement, each Grantor has granted or shall grant to Administrative Agent on behalf of and for the ratable benefit of the Secured Parties a security interest in, among other property, certain Copyrights, Trademarks and Patents to secure the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, each Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure the prompt and complete payment and performance of the Secured Obligations, each Grantor hereby grants and pledges to Administrative Agent on behalf of and for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under all Intellectual Property and IP Ancillary Rights (each as defined in the Security Agreement) of such Grantor (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement

suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Administrative Agent.

3. This security interest is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantors:

c/o VaynerX, LLC
10 Hudson Yards, 25th Floor
New York, New York
Attention: Marc Yudkin, Chief Operating
Officer and General Counsel
Email: marc.yudkin@vaynerx.com

GRANTORS:

WOWTEXT, LLC,
a Delaware limited liability company

By: VaynerStudios, LLC, its Sole Member

By: VaynerX, LLC, its Manager

DocuSigned by:
By: Gary Vaynerchuk
Name: Gary Vaynerchuk
Title: Chief Executive Officer

TINGLEY LANE TRADING, LLC,
a Delaware limited liability company

By VaynerX, LLC, its Sole Member


DocuSigned by:
By: Gary Vaynerchuk
Name: Gary Vaynerchuk
Title: Chief Executive Officer

Address of Administrative Agent:

JPMorgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2
Suite IL1-1145
Chicago, IL 60603-2300

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Matthew Landry
Title: Authorized Officer

With a copy to:

JPMorgan Chase Bank, N.A.
237 Park Avenue – 6th Floor
Mail Code: NY1-R603
New York, NY 10017
Attention: Matthew Landry

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007993 FRAME: 0838

EXHIBIT A

Copyrights

None.


EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

| Country | Trademark | Serial No. | Filing Date | Registration No. | Registration Date | Owner |
|---------------|---|------------|------------------|------------------|-------------------|---------------------------|
| United States |  | 97426021 | May 24, 2022 | Pending | Pending | TINGLEY LANE TRADING, LLC |
| United States | TINGLEY LANE TRADING | 97426006 | May 24, 2022 | Pending | Pending | TINGLEY LANE TRADING, LLC |
| United States | TINGLEY LANE | 97425998 | May 24, 2022 | Pending | Pending | TINGLEY LANE TRADING, LLC |
| United States | WOWTEXT | 97252179 | February 3, 2022 | Pending | Pending | WOWTEXT, LLC |

TRADEMARK

REEL: 007993 FRAME: 0841

RECORDED: 03/06/2023