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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM362144

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
DSCC	FORMERLY Democratic Senatorial Campaign Committee, Inc.	11/12/2015	Non-Profit Corporation: D.C.	

RECEIVING PARTY DATA

Name:	Amalgamated Bank	
Street Address:	275 Seventh Avenue	
Internal Address:	14th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10001	
Entity Type:	Bank: NEW YORK	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3942746	DSCC DEMOCRATIC SENATORIAL CAMPAIGN COMM
Registration Number:	3942745	DSCC
Registration Number:	3942744	DEMOCRATIC SENATORIAL CAMPAIGN COMMITTEE

CORRESPONDENCE DATA

Fax Number: 2122621215

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: 212-237-1162

Email: jpastore@windelsmarx.com

Correspondent Name: James J. Pastore
Address Line 1: 156 West 56th Street

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	James J. Pastore
SIGNATURE:	/James J. Pastore/
DATE SIGNED:	11/12/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Security Agreement"), dated as of November 12, 2015, is made by DSCC (formerly named Democratic Senatorial Campaign Committee, Inc.) (the "Grantor") in favor of Amalgamated Bank (the "Lender").

Grantor has entered into a Security and Pledge Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), with the Lender.

Under the terms of the Agreement, the Grantor has granted to the Lender, for its benefit, a security interest in, among other property, certain trademarks of the Grantor, and has agreed to execute and deliver this Security Agreement, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Grant of Security</u>. Grantor hereby grants to the Lender for its benefit, a security interest in all of the Grantor's right, title and interest in and to the following (the "IP Collateral"):
- Section 1.01 the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
- Section 1.02 all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- **Section 1.03** any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- **Section 1.04** any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. <u>Recordation</u>. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Security Agreement upon request by the Lender.
- 3. <u>Loan Documents</u>. This Security Agreement has been entered into pursuant to and in conjunction with the Agreement, which is hereby incorporated by reference. The provisions of the Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Agreement and related documents, and nothing in this Security Agreement shall be deemed to limit such rights and remedies.
- 4. Execution in Counterparts. This Security Agreement may be executed in counterparts (and by different parties hereto in 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 to this Security Agreement by telecopy or other electronic (i.e., "e-mail") transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.
- 5. <u>Governing Law</u>. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written. Thomas Lopach President

Agreed to and Accepted:

AMALGAMATED BANK

By David Hemingway

Senior Vice President

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

By_____Thomas Lopach
President

Agreed to and Accepted:

AMALGAMATED BANK

By Aus House of David Hemingway

Senior Vice President

SCHEDULE I

Trademark	Jurisdiction	Reg. No.	Serial No.	App. Date	Status	Owner
DSCC DEMOCRATIC SENATORIAL CAMPAIGN COMMITTEE DSC	U.S. Federal	3942746	77900809	Dec. 24, 2009	Registered Apr. 12, 2011	Democratic Senatorial Campaign Committee, Inc.
DSCC	U.S. Federal	3942745	77900807	Dec. 24, 2009	Registered Apr. 12, 2011	Democratic Senatorial Campaign Committee, Inc.
DEMOCRATIC SENATORIAL CAMPAIGN COMMITTEE	U.S. Federal	3942744	77900806	Dec. 24, 2009	Registered Apr. 12, 2011	Democratic Senatorial Campaign Committee, Inc.