

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DNC SERVICES CORPORATION		02/01/2018	Non-Profit Corporation: D.C.
DEMOCRATIC NATIONAL COMMITTEE		02/01/2018	Non-Profit Association: D.C.
RECEIVING PARTY DATA			
Name:	AMALGAMATED BANK		
Street Address:	275 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4139881	D	
Registration Number:	4301799	CHANGE THAT MATTERS	
Registration Number:	2087234	DEMOCRATIC NATIONAL CONVENTION	
Registration Number:	2191230	DEMOCRATIC NATIONAL CONVENTION	
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:	2122371069		
Email:	jpastore@windelsmarx.com		
Correspondent Name:	James Pastore		
Address Line 1:	156 West 56th Street		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	James Pastore		
SIGNATURE:	/James Pastore/		
DATE SIGNED:	02/23/2018		
Total Attachments: 10			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of February 1, 2018, is by **DNC SERVICES CORPORATION**, a non-profit corporation organized under the laws of the District of Columbia, and having an office at 430 South Capitol Street, SE, Washington, D.C. 20003 (“**DNCSC**”) and **DEMOCRATIC NATIONAL COMMITTEE**, a non-profit unincorporated association and political committee established by the Charter of the Democratic Party of the United States, and having a11 office at 430 South Capitol Street, SE, Washington, D.C. 20003 (“**DNC**” and, together with DNCSC, each a “**Grantor**” and, collectively and jointly and severally, the “**Grantors**”), in favor of **AMALGAMATED BANK**, having an office at 275 Seventh Avenue, New York, New York 10001 (“**Secured Party**”).

WHEREAS, concurrently herewith DNCSC and the DNC are entering into a Credit Agreement dated as of the date hereof (the “**Credit Agreement**”), with the Secured Party as a lender thereto.

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Credit Agreement, each Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof, made by and among the Grantors and the Secured Party (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. Each Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and 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;

(b) all rights of any kind whatsoever of such Grantors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and

conventions and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable 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. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to the Credit Agreement and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law, except to the extent that the validity or perfection of the security interest under this, or remedies under this Trademark Security Agreement, in respect of any particular Trademark Collateral are governed by the laws of a jurisdiction other than the State of New York.

(b) EACH OF THE GRANTORS HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE COUNTY, CITY AND STATE OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE GRANTORS HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE GRANTORS AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BYLAW. NOTHING IN THIS TRADEMARK SECURITY

AGREEMENT SHALL AFFECT ANY RIGHT THAT THE SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT IN THE COURTS OF ANY JURISDICTION. EACH OF THE GRANTORS FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF ANY COMPLAINT, SUMMONS, NOTICE OR OTHER PROCESS RELATING TO ANY SUCH ACTION OR PROCEEDING BY DELIVERY THEREOF TO IT BY HAND OR BY MAIL IN THE MANNER PROVIDED FOR IN SECTION 5.

(c) EACH OF THE GRANTORS IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT IN ANY NEW YORK STATE OR FEDERAL COURT SITTING IN THE COUNTY, CITY AND STATE OF NEW YORK. EACH OF THE GRANTORS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) THE GRANTORS AND THE SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THE TRADEMARK SECURITY AGREEMENT.

(e) The Grantors agree that, in addition to, and without limiting, any right of setoff, banker's lien or counterclaim the Secured Party may otherwise have, the Secured Party shall be entitled, at its option, to offset balances (general or special, time or demand, provisional or final) held by it for the account of the Grantors, at any of the offices of the Secured Party, in Dollars or any other currency, against any amount payable by the Grantors to the Secured Party under this Trademark Security Agreement which is not paid when demanded (regardless of whether such balances are then due to the Grantors), in which case the Secured Party shall promptly notify the Grantors; provided that the Secured Party's failure to give such notice shall not affect the validity of such offset.

(f) In the event the Secured Party seeks to take possession of any or all of the Trademark Collateral by judicial process, the Grantors hereby irrevocably waive any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waive any demand for possession prior to the commencement of any such suit or action.

(g) The Grantors agree to indemnify and hold the Secured Party, its affiliates and their respective directors, officers, employees and agents harmless from and against, and pay on demand to the Secured Party or such Persons, any and all loss, liability, reasonable cost and expense (including but not limited to filing fees and reasonable attorneys' fees and expenses in

advising, representing or litigating on behalf of the Secured Party) in connection with any matter relating to the Grantors, the Trademark Collateral and/or this Trademark Security Agreement, including but not limited to those for (a) any action contemplated or taken, whether or not by litigation, to enforce or collect, to protect rights or interests with respect to, to sell or deliver, or to preserve, any Trademark Collateral, Secured Party's rights or remedies under this Trademark Security Agreement or any obligations, including, without limitation, actions by any third party, (b) compliance with any legal process or any order or directive of any governmental authority with respect to the Grantors, (c) any litigation, administrative or other proceeding relating to the Grantors and/or (d) any modification, amendment, waiver or consent with respect to this Trademark Security Agreement or any obligations, unless such loss, liability, cost or expense shall be due to willful misconduct or gross negligence on the part of the Secured Party or its affiliates and their respective directors, officers, employees and agents as determined by a final judgment of a court of competent jurisdiction. Any such loss, liability, cost or expense shall, from the date incurred, be part of the obligations secured by this Trademark Security Agreement. Notwithstanding any other provision contained herein, the Grantors shall have no obligation to indemnify the Secured Party for any of its overhead costs including costs of in-house counsel.

(h) The Grantors will, upon demand, pay to the Secured Party the amount of any and all reasonable expenses, including the reasonable fees and out of pocket disbursements of its counsel and of any experts and agents, which the Secured Party may incur in connection with (i) the preparation, negotiation and execution of this Trademark Security Agreement and the consummation of the transactions contemplated hereby, (ii) the interpretation of this Trademark Security Agreement, (iii) any amendment to this Trademark Security Agreement, (iv) the administration of this Trademark Security Agreement, (v) filing or recording fees incurred with respect to or in connection with this Trademark Security Agreement, (vi) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Trademark Collateral, (vii) the exercise or enforcement of any of the rights of the Secured Party under this Trademark Security Agreement, or (viii) the failure by the Grantors to perform or observe any of the provisions of this Trademark Security Agreement. In addition, the Grantors shall pay any and all stamp and other excise taxes, if any, payable or determined to be payable in connection with the execution and delivery of this Trademark Security Agreement.

(i) To the extent permitted by applicable law, the Grantors shall not assert, and each hereby waives, any claim against the Secured Party, its affiliates and their respective directors, officers, employees and agents or any special, indirect, consequential or punitive damages (whether accrued and whether known or suspected to exist in its favor) arising out of, in connection with, or as a result of, the Trademark Security Agreement.

(j) Notwithstanding any other provision contained herein, the Grantors shall have no liability for the costs and expenses incurred by the Secured Party prior to the closing date of the Credit Agreement.

(k) Notwithstanding anything in this Trademark Security Agreement to the contrary, the provisions of this Section 4 shall survive the termination of this Trademark Security Agreement.

5. MISCELLANEOUS

(a) All notices, requests, reports and other communications pursuant to this Trademark Security Agreement shall be in writing, either by letter (delivered by hand or nationally recognized overnight courier service or commercial messenger service or sent by registered or certified mail, return receipt requested postage and fees prepaid) or telecopy with electronic confirmation of sending, addressed as follows:

If to the Grantors:

DNC Services Corporation
Democratic National Committee
430 South South Capitol Street, S.E.
Washington, D.C. 20003
Attention: Mr. Joseph Smolskis, Chief Financial Officer
Fax No.: (202) 572-7866

with a copy to, which shall not constitute notice, to:

Perkins Coie LLP
700 Thirteenth Street, N.W.
Washington, D.C. 20005-3960
Attention: Graham M. Wilson, Esq.
Fax No.: (202) 434-1690

If to the Secured Party:

Amalgamated Bank
275 Seventh Avenue
New York, New York 10001
Attention: General Counsel
Fax No.: (212) 895-4726

with a copy to:

Amalgamated Bank
275 Seventh Avenue, 14th Floor
New York, New York 10001
Attention: Mr. Sam Brown, Executive Vice President
Fax No.: (212) 895-4726

with a copy, which shall not constitute notice, to:

Windels, Marx, Lane & Mittendorf LLP
156 West 56th Street
New York, New York 10019
Attention: Michael J. Clain, Esq.
Fax No.: (212) 262-1215

Any notice, request, demand or other communication hereunder shall be deemed to have been given on: (x) the day on which it is telecopied to such party at his or its telecopier number specified above (provided such notice shall be effective only if followed by one of the other methods of delivery set forth herein) or delivered by receipted hand or such commercial messenger service or nationally recognized overnight courier service to such party at its address specified above, or (y) on the third Business Day after the day mailed in the manner prescribed above, if sent by mail. Any party hereto may change the Person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Grantors and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns.

(c) Notwithstanding the fact that there may be no obligations outstanding from time to time, this Trademark Security Agreement shall create a continuing security interest in all of the Trademark Collateral. This Trademark Security Agreement shall be binding upon the Grantors and inure to the Secured Party and its successors, transferees and assigns. The Grantors may not transfer or assign their obligations under this Trademark Security Agreement. The Secured Party may assign or otherwise transfer all or a portion of its rights or obligations with respect to the obligations to any other party, and such other party shall then become vested with all the benefits in respect of such transferred obligations and the security interest granted to the Secured Party pursuant to this Trademark Security Agreement or otherwise. The Grantors agree that the Secured Party can provide information regarding the Grantors to any prospective or actual successor, transferee or assign, provided such party agrees to keep such information confidential.

(d) This Trademark Security Agreement is in addition to and not in limitation of any other rights and remedies the Secured Party may have by virtue of any other instrument or agreement heretofore, contemporaneously herewith or hereafter executed by the Grantors or by law or otherwise. If any provision of this Trademark Security Agreement is contrary to applicable law, such provision shall be deemed ineffective without invalidating the remaining provisions of this Trademark Security Agreement. If and to the extent that applicable law confers any rights in addition to any of the provisions of this Trademark Security Agreement, the affected provision shall be considered amended to conform to such law. The headings in this Trademark Security Agreement are for convenience of reference only, and shall not affect the interpretation or construction of this Trademark Security Agreement.

(e) Neither this Trademark Security Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(f) This Trademark 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 Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

DNC SERVICES CORPORATION

By: Thomas Edward Perez
Name: Thomas Edward Perez
Title: President

DEMOCRATIC NATIONAL COMMITTEE

By: Thomas Edward Perez
Name: Thomas Edward Perez
Title: National Chair

SECURED PARTY:

AMALGAMATED BANK

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

GRANTORS:

DNC SERVICES CORPORATION

By: _____
Name: Thomas Edward Perez
Title: President

DEMOCRATIC NATIONAL COMMITTEE

By: _____
Name: Thomas Edward Perez
Title: National Chair

SECURED PARTY:

AMALGAMATED BANK

By: _____
Name: Jackson Eng
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
D	4139881	05/08/12	N/A
CHANGE THAT MATTERS	4301799	03/12/13	N/A
DEMOCRATIC NATIONAL CONVENTION	2087234	08/12/97	N/A
DEMOCRATIC NATIONAL CONVENTION	2191230	09/22/98	N/A