

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536937

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PopSugar Inc.		08/14/2019	Corporation: DELAWARE
PopSugar Media Inc.		08/14/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silver Lake Waterman Fund, L.P.
Street Address:	2275 Sand Hill Road, Suite 100
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	5615445	POPSUGAR
Registration Number:	5528920	TRENDRANK
Registration Number:	5515637	POPSUGAR
Registration Number:	5333543	BEAUTY JUNKIE
Registration Number:	5244219	GLOW BY POPSUGAR
Registration Number:	5201512	POWER YOUR HAPPY
Registration Number:	5049913	POPDOCS
Registration Number:	5301982	POWER YOUR HAPPY
Registration Number:	5194049	CLASS FITSUGAR
Registration Number:	5061895	GET THE DISH
Registration Number:	5060484	KNOCK KNOCK WITH RACHEL ANTONOFF
Registration Number:	5049114	EAT THE TREND
Registration Number:	5049113	WE SPY STYLE
Registration Number:	4925938	POPSUGAR MOMMY'S HELPER
Registration Number:	4892173	POPSUGAR WEDDINGS
Registration Number:	4853967	POPSUGAR
Registration Number:	4844130	POPSUGAR
Registration Number:	4805483	FIND YOUR HAPPY

CH \$1215.00 5615445

Property Type	Number	Word Mark
Registration Number:	4767797	POPSUGAR
Registration Number:	4759418	POPSUGAR
Registration Number:	4759416	POPSUGAR
Registration Number:	4759410	POPSUGAR
Registration Number:	4759409	POPSUGAR
Registration Number:	4759408	POPSUGAR
Registration Number:	4747805	POPSUGAR
Registration Number:	4753013	THE BAKERY
Registration Number:	4620572	POPSUGAR
Registration Number:	4657423	POPSUGAR ACTIVE
Registration Number:	3870664	INSANELY ADDICTIVE
Registration Number:	4517118	POPSUGAR
Registration Number:	4519985	THE CIRCLE OF MOMS MONEY SAVER
Registration Number:	4452284	POPSUGAR MUST HAVE BOX
Registration Number:	4337868	THE CIRCLE OF MOMS COOKBOOK
Registration Number:	4434824	POPSUGAR MUST HAVE
Registration Number:	4552297	PICT
Registration Number:	3334918	POPSUGAR
Registration Number:	3548360	FABSUGAR
Registration Number:	4035482	CIRCLE OF MOMS
Registration Number:	3847200	CIRCLE OF MOMS
Registration Number:	3847199	CIRCLE OF MOMS
Registration Number:	3749412	ONSUGAR
Registration Number:	3693689	SHOPSENSE
Serial Number:	88255245	#TWINNING
Serial Number:	88050204	POPSUGAR PLAY/GROUND
Serial Number:	88168977	GLOW
Serial Number:	88066638	BINGE BY POPSUGAR
Serial Number:	87717738	POPSUGAR
Serial Number:	87274938	POPSUGAR

CORRESPONDENCE DATA

Fax Number: 4159472099

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: 4159472000

Email: qluflood@wsgr.com

Correspondent Name: WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL

Address Line 1: ONE MARKET, SPEAR TOWER, SUITE 3300

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

TRADEMARK

REEL: 006722 FRAME: 0349

ATTORNEY DOCKET NUMBER:	43628.017
NAME OF SUBMITTER:	Qui Lu Flood
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	08/16/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of August 14, 2019, is executed by **POPSUGAR INC.**, a Delaware corporation (“**POP**”) and **POPSUGAR MEDIA INC.**, a Delaware corporation (“**PSM**”) and with POP each a “**Grantor**” and collectively the “**Grantors**”), in favor of **SILVER LAKE WATERMAN FUND, L.P.**, a Delaware limited partnership, as agent (“**Agent**”) on behalf of certain lenders (“**Lenders**”).

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the “**Loans**”) to Grantors, in the amounts and manner set forth in that certain Loan and Security Agreement by and among, Grantors, Agent and Lenders dated April 2, 2014 (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) of Grantors to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Agent a security interest in all of Grantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement, Grantors hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement and the Transaction Documents, Grantors grant and pledge to Agent a security interest in all of Grantors’ right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”); and

(c) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantors connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”).

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

3. Grantors hereby authorizes Agent to modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantors obtain subsequent to the date of this Agreement and file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent and the Lenders with respect to

the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies

5. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

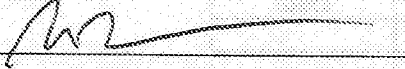
6. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Agent's address is: 2275 Sand Hill Road, Suite 100
Menlo Park, CA 94025

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IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed as of the day and year first above written.

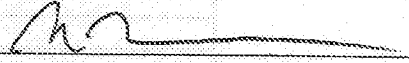
POPSUGAR INC.

By: 

Name: Sean Macnew

Title: Chief Financial Officer

POPSUGAR MEDIA INC.

By: 

Name: Sean Macnew

Title: Chief Financial Officer

[Signature page to Intellectual Property Security Agreement]

SCHEDULE B

PATENTS

None.

SCHEDULE C

TRADEMARKS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
#TWINNING	88255245		01/09/2019
POPSUGAR PLAY/GROUND	88050204		07/24/2018
GLOW	88168977		10/25/2018
BINGE BY POPSUGAR	88066638		08/06/2018
POPSUGAR	87717738		12/12/2017
POPSUGAR	87274938		12/20/2016
POPSUGAR	87851714	5615445	03/27/2018
TRENDRANK	87713996	5528920	12/08/2017
POPSUGAR	87977654	5515637	12/20/2016
BEAUTY JUNKIE	87323113	5333543	02/03/2017
GLOW BY POPSUGAR	87062708	5244219	06/07/2016
POWER YOUR HAPPY	87010902	5201512	04/22/2016
POPDOCS	87026627	5049913	05/05/2016
POWER YOUR HAPPY	86658851	5301982	06/11/2015
CLASS FITSUGAR	86909997	5194049	02/17/2016
GET THE DISH	86608980	5061895	04/24/2015
KNOCK KNOCK WITH RACHEL ANTONOFF	86648751	5060484	06/02/2015
EAT THE TREND	86910004	5049114	02/17/2016
WE SPY STYLE	86910000	5049113	02/17/2016
POPSUGAR MOMMY'S HELPER	86637823	4925938	05/21/2015
POPSUGAR WEDDINGS	86637805	4892173	05/21/2015
POPSUGAR	86423551	4853967	10/14/2014
POPSUGAR	86423597	4844130	10/14/2014
FIND YOUR	86439287	4805483	10/30/2014

HAPPY			
POPSUGAR	86423622	4767797	10/14/2014
POPSUGAR	86423652	4759418	10/14/2014
POPSUGAR	86423619	4759416	10/14/2014
POPSUGAR	86423555	4759410	10/14/2014
POPSUGAR	86423530	4759409	10/14/2014
POPSUGAR	86423525	4759408	10/14/2014
POPSUGAR	86423696	4747805	10/14/2014
THE BAKERY	86234181	4753013	03/27/2014
POPSUGAR	86218907	4620572	03/12/2014
POPSUGAR ACTIVE	86082622	4657423	10/04/2013
INSANELY ADDICTIVE	85019344	3870664	04/21/2010
POPSUGAR	85848557	4517118	02/13/2013
THE CIRCLE OF MOMS MONEY SAVER	85738987	4519985	09/26/2012
POPSUGAR MUST HAVE BOX	85713419	4452284	08/27/2012
THE CIRCLE OF MOMS COOKBOOK	85713407	4337868	08/27/2012
POPSUGAR MUST HAVE	85713400	4434824	08/27/2012
PICT	85675662	4552297	07/12/2012
POPSUGAR	78897280	3334918	05/31/2006
FABSUGAR	78897094	3548360	05/31/2006
CIRCLE OF MOMS	77808386	4035482	08/19/2009
CIRCLE OF MOMS	77808375	3847200	08/19/2009
CIRCLE OF MOMS	77808334	3847199	08/19/2009
ONSUGAR	77776742	3749412	07/08/2009
SHOPSENSE	77497915	3693689	06/12/2008