

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM600485

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UNIVERSAL STANDARDS FOR DIGITAL MARKETING, LLC		09/30/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILVERPEAK CREDIT PARTNERS, LP		
<b>Street Address:</b>	40 West 57th Street		
<b>Internal Address:</b>	29th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5926904	XELLERANT	
<b>Registration Number:</b>	5587735	USDM DIGITAL	
<b>Registration Number:</b>	5439964	DIGITAL STRATEGY PLAYBOOK	
<b>Registration Number:</b>	5293106	DIGITAL GAP ANALYSIS	
<b>Registration Number:</b>	4739565	ORANGE 142	
<b>Registration Number:</b>	3113506	EMOTIONALITY	
<b>Registration Number:</b>	2629853	USDM.NET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029425999		
<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>			
<b>Phone:</b>	202-942-6989		
<b>Email:</b>	john.rynkiewicz@arnoldporter.com		
<b>Correspondent Name:</b>	John P. Rynkiewicz		
<b>Address Line 1:</b>	601 Massachusetts Ave., N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20001		
<b>NAME OF SUBMITTER:</b>	John P. Rynkiewicz		

OP \$190.00 5926904

<b>SIGNATURE:</b>	/John P. Rynkiewicz/
<b>DATE SIGNED:</b>	09/30/2020
<b>Total Attachments: 5</b> source=Silverpeak IP Security Agreement_USDM exectd#page1.tif source=Silverpeak IP Security Agreement_USDM exectd#page2.tif source=Silverpeak IP Security Agreement_USDM exectd#page3.tif source=Silverpeak IP Security Agreement_USDM exectd#page4.tif source=Silverpeak IP Security Agreement_USDM exectd#page5.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of September 30, 2020, is made by and among **UNIVERSAL STANDARDS FOR DIGITAL MARKETING, LLC**, a Delaware limited liability company (the “**Grantor**”), and **SILVERPEAK CREDIT PARTNERS, LP**, a Delaware limited partnership, located at 40 West 57th Street - 29th Floor, New York, NY 10019, in its capacity as administrative agent and collateral agent for itself and the Lenders identified below (in such capacity, the “**Agent**”). (The Lenders and the Agent are collectively referred to as the “**Secured Parties.**”)

WHEREAS, Grantor has entered into a Loan And Security Agreement dated as of September 30, 2020 (the “**Loan And Security Agreement**”), with the several financial institutions and entities from time to time party thereto, as lenders (the “**Lenders**”), and the Agent.

WHEREAS, under the terms of the Loan and Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

WHEREAS, under the terms of that certain Intercreditor Agreement, made between Agent and East West Bank, a state banking association, dated as of September 30, 2020, Agent’s security interest in the intellectual property of the Grantor shall be senior to that of East West Bank.

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

1. **Grant of Security.** Grantor hereby pledges and grants to the Lenders and Agent for the ratable benefit of the Secured Parties a security interest in and to all of its right, title, and interest in, to, and under the following (the “**IP Collateral**”):
  - (a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);
  - (b) all rights of any kind whatsoever of Grantor 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. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Lenders and/or the Agent.
3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan And Security Agreement, which is hereby incorporated by reference. The provisions of the Loan And Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lenders and/or the Agent with respect to the IP Collateral are as provided by the Loan And Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.
4. Execution in Counterparts. This IP 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 IP 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 IP Security Agreement.
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This IP Security 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 IP Security 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures on following page.]

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

**THE GRANTOR:**

**UNIVERSAL STANDARDS FOR DIGITAL  
MARKETING, LLC**

Signature:



Print Name: Keith W. Smith

Title: President


[Signature page to IP Security Agreement]

**TRADEMARK**  
**REEL: 007065 FRAME: 0799**

Accepted and Agreed:

**THE AGENT, ON BEHALF OF ITSELF AND  
THE LENDERS:**

**SILVERPEAK CREDIT PARTNERS, LP**

Signature:  \_\_\_\_\_

Print Name: Vaibhav Kumar

Title: Partner and Portfolio Manager

[Signature page to IP Security Agreement]

**TRADEMARK  
REEL: 007065 FRAME: 0800**

**Schedule 1**

<b>Country</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>
United States	XELLERANT	87169255	5926904
United States	USDM DIGITAL	87605508	5587735
United States	DIGITAL STRATEGY PLAYBOOK	87169266	5439964
United States	DIGITAL GAP ANALYSIS	87169262	5293106
United States	ORANGE 142	85866870	4739565
United States	EMOTIONALITY	76626204	3113506
United States	USDM.NET	75940977	2629853