

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617787

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DONUTS INC.		12/29/2020	Corporation: DELAWARE
BLINK GLOBAL, LLC		12/29/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BISF AGENT LLC, as Collateral Agent
Street Address:	345 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10154
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	5045223	BEARGLECORN
Registration Number:	5045224	
Registration Number:	4637160	D
Registration Number:	4512880	DOMAIN PROTECTED MARKS LIST
Registration Number:	4565689	DOMAIN PROTECTED MARKS LIST
Registration Number:	4561594	DOMAIN PROTECTED MARKS LIST
Registration Number:	4491466	DONUTS
Registration Number:	4502837	DONUTS
Registration Number:	4512878	DPML
Registration Number:	4570113	DPML
Registration Number:	4512879	DPML
Registration Number:	4982195	HACK THE DOT
Registration Number:	4935189	I AM ._____
Registration Number:	3853435	NAME
Registration Number:	3813708	NAME.COM
Registration Number:	3810540	NAME.COM
Registration Number:	4647791	RIGHTSIDE
Registration Number:	4654095	RIGHTSIDE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4654096	RIGHTSIDE
Registration Number:	4647792	RIGHTSIDE
Registration Number:	4651528	RIGHTSIDE
Registration Number:	4647940	RIGHTSIDE
Registration Number:	4654170	RIGHTSIDE
Registration Number:	4654171	RIGHTSIDE
Registration Number:	4647941	RIGHTSIDE
Registration Number:	4651631	RIGHTSIDE
Registration Number:	4748835	RIGHT SIDE
Registration Number:	4676468	RIGHT SIDE
Registration Number:	4682785	RIGHT SIDE
Registration Number:	4748836	RIGHT SIDE
Registration Number:	4867570	RIGHT SIDE
Registration Number:	4584084	THERE'S A TLD FOR THAT
Registration Number:	6189000	TRUENAME
Registration Number:	4984779	WE ARE ._____
Registration Number:	4804038	WELCOME TO THE NOT COM REVOLUTION
Registration Number:	6180321	BL.INK

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street, N.E., Suite 1600

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18876.515075
NAME OF SUBMITTER:	Karen Osborne
SIGNATURE:	//Karen Osborne//
DATE SIGNED:	12/31/2020

Total Attachments: 10

source=(Executed) Project Argus - Trademark Security Agreement (Execution Version)_ (73224226_6)#page1.tif
source=(Executed) Project Argus - Trademark Security Agreement (Execution Version)_ (73224226_6)#page2.tif
source=(Executed) Project Argus - Trademark Security Agreement (Execution Version)_ (73224226_6)#page3.tif
source=(Executed) Project Argus - Trademark Security Agreement (Execution Version)_ (73224226_6)#page4.tif
source=(Executed) Project Argus - Trademark Security Agreement (Execution Version)_ (73224226_6)#page5.tif
source=(Executed) Project Argus - Trademark Security Agreement (Execution Version)_ (73224226_6)#page6.tif

source=(Executed) Project Argus - Trademark Security Agreement (Execution Version)_ (73224226_6)#page7.tif
source=(Executed) Project Argus - Trademark Security Agreement (Execution Version)_ (73224226_6)#page8.tif
source=(Executed) Project Argus - Trademark Security Agreement (Execution Version)_ (73224226_6)#page9.tif
source=(Executed) Project Argus - Trademark Security Agreement (Execution Version)_ (73224226_6)#page10.tif

**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of BISF Agent LLC (“BISF”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement referred to therein.

WHEREAS, Donuts, Inc., a Delaware corporation (the “Borrower”), DTLD Parent, Inc., a Delaware corporation (“Holdings”), BISF, as administrative agent for the Lenders, as collateral agent for the Secured Parties, each L/C Issuer from time to time party thereto and each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) have entered into the Credit Agreement, dated as of December 29, 2020 (the “Closing Date”) (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and the Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”), in each case, other than Excluded Property:

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property); and
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same (in the case of Trademarks).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing whether direct or indirect, absolute or contingent, and whether for principal,

reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, mutatis mutandis.

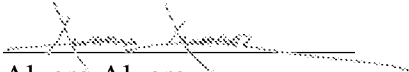
SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Conflicts; Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of any Acceptable Intercreditor Agreement and the Agreement Among Lenders. In the event of any conflict between the terms of such Acceptable Intercreditor Agreement or Agreement Among Lenders and this Trademark Security Agreement, the terms of such Acceptable Intercreditor Agreement or Agreement Among Lenders, as applicable, shall govern and control.

[Signature Pages Follow]

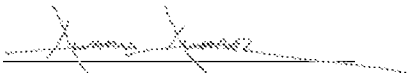
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DONUTS INC.,
as Initial Grantor

By: 
Name: Alvaro Alvarez
Title: Secretary and Executive Vice President

BLINK GLOBAL, LLC,
as Initial Grantor

By: Donuts Inc.
Its: Sole Member

By: 
Name: Alvaro Alvarez
Title: Secretary and Executive Vice President

BISF AGENT LLC,
as Collateral Agent

By:  _____

Name: Sean Cort

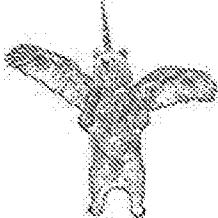
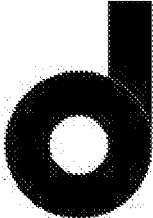
Title: Authorized Person


[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007142 FRAME: 0308

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Title	Serial No. Registration No.	Filing Date Registration Date	Owner	Status
BEARGLECORN	86905151/ 5045223	2/11/2016/ 9/20/2016	Donuts Inc.	Registered
BEARGLECORN Logo 	86905155/ 5045224	2/11/2016/ 9/20/2016	Donuts Inc.	Registered
D (Stylized) 	86249134/ 4637160	4/10/2014/ 11/11/2014	Donuts Inc.	Registered
DOMAIN PROTECTED MARKS LIST	85933410/ 4512880	5/15/2013/ 4/8/2014	Donuts Inc.	Registered
DOMAIN PROTECTED MARKS LIST	85933411/ 4565689	5/15/2013/ 7/8/2014	Donuts Inc.	Registered
DOMAIN PROTECTED MARKS LIST	85933412/ 4561594	5/15/2013/ 7/1/2014	Donuts Inc.	Registered
DONUTS	85309287/ 4491466	5/1/2011/ 3/4/2014	Donuts Inc.	Registered

Title	Serial No. Registration No.	Filing Date Registration Date	Owner	Status
DONUTS (Stylized) 	85801950/ 4502837	12/13/2012/ 3/25/2014	Donuts Inc.	Registered
DPML	85933405/ 4512878	5/15/2013/ 4/8/2014	Donuts Inc.	Registered
DPML	85933407/ 4570113	5/15/2013/ 7/15/2014	Donuts Inc.	Registered
DPML	85933408/ 4512879	5/15/2013/ 4/8/2014	Donuts Inc.	Registered
HACK THE DOT	86763462/ 4982195	9/21/2015/ 6/21/2016	Donuts Inc.	Registered
I AM _____	86584373/ 4935189	4/1/2015/ 4/12/2016	Donuts Inc.	Registered
NAME	77941368/ 3853435	2/22/2010/ 9/28/2010	Donuts Inc.	Registered
NAME.COM	77868548/ 3813708	11/9/2009/ 7/6/2010	Donuts Inc.	Registered
NAME.COM	77868490/ 3810540	11/9/2009/ 6/29/2010	Donuts Inc.	Registered
RIGHTSIDE	86093424/ 4647791	10/16/2013/ 12/2/2014	Donuts Inc.	Registered
RIGHTSIDE	86093430/ 4654095	10/16/2013/ 12/9/2014	Donuts Inc.	Registered

Title	Serial No. Registration No.	Filing Date Registration Date	Owner	Status
RIGHTSIDE	86093431/ 4654096	10/16/2013/ 12/9/2014	Donuts Inc.	Registered
RIGHTSIDE	86093434/ 4647792	10/16/2013/ 12/2/2014	Donuts Inc.	Registered
RIGHTSIDE	86093436/ 4651528	10/16/2013/ 12/9/2014	Donuts Inc.	Registered
RIGHTSIDE (Stylized) Rightside	86118836/ 4647940	11/14/2013/ 12/2/2014	Donuts Inc.	Registered
RIGHTSIDE (Stylized) Rightside	86118839/ 4654170	11/14/2013/ 12/9/2014	Donuts Inc.	Registered
RIGHTSIDE (Stylized) Rightside	86118842/ 4654171	11/14/2013/ 12/9/2014	Donuts Inc.	Registered

Title	Serial No. Registration No.	Filing Date Registration Date	Owner	Status
RIGHTSIDE (Stylized) 	86118845/ 4647941	11/14/2013/ 12/2/2014	Donuts Inc.	Registered
RIGHTSIDE (Stylized) 	86118849/ 4651631	11/14/2013/ 12/9/2014	Donuts Inc.	Registered
RIGHTSIDE Logo 	86118815/ 4748835	11/14/2013/ 6/2/2015	Donuts Inc.	Registered
RIGHTSIDE Logo 	86118823/ 4676468	11/14/2013/ 1/20/2015	Donuts Inc.	Registered

Title	Serial No. Registration No.	Filing Date Registration Date	Owner	Status
RIGHTSIDE Logo 	86118826/ 4682785	11/14/2013/ 2/3/2015	Donuts Inc.	Registered
RIGHTSIDE Logo 	86118829/ 4748836	11/14/2013/ 6/2/2015	Donuts Inc.	Registered
RIGHTSIDE Logo 	86118833/ 4867570	11/14/2013/ 12/8/2015	Donuts Inc.	Registered
THERE'S A TLD FOR THAT	86160869/ 4584084	1/8/2014/ 8/12/2014	Donuts Inc.	Registered
TRUENAME	88868158 6189000	4/10/2020 11/3/2020	Donuts Inc.	Registered
WE ARE _____	86584386/ 4984779	4/1/2015/ 6/21/2016	Donuts Inc.	Registered

Title	Serial No. Registration No.	Filing Date Registration Date	Owner	Status
WELCOME TO THE NOT COM REVOLUTION	86520507/ 4804038	1/31/2015/ 9/1/2015	Donuts Inc.	Registered
BL.INK	88923867 6180321	5/19/2020 10/20/2020	Blink Global, LLC	Registered