

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Best Rate Holdings, LLC		05/25/2021	Limited Liability Company: DELAWARE
Car Loan Pal Holdings, LLC		05/25/2021	Limited Liability Company: DELAWARE
Digital Media Solutions, LLC		05/25/2021	Limited Liability Company: DELAWARE
Schooldadvisor, LLC		05/25/2021	Limited Liability Company: DELAWARE
UE Authority Co.		05/25/2021	Corporation: CALIFORNIA
W4 Holding Company, LLC		05/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	303 Peachtree Street, N.E., 25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	3831721	CLASSESANDCAREERS.COM	
Registration Number:	3869500	CLASSESANDCAREERS.COM	
Registration Number:	4913406	PROTECT.COM	
Registration Number:	4949824	COLLEGEATLAS.ORG	
Registration Number:	4950141	DEGREECENTRAL.COM	
Registration Number:	5056424	DEGREESEARCH.ORG	
Registration Number:	5160873	SIMPLYJOBS	
Registration Number:	5354991	SPARKROOM	
Registration Number:	5658075	MORTGAGE ADVISOR	
Registration Number:	5555345	SPARKROOM	
Registration Number:	5555347	SPARKROOM	

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Property Type	Number	Word Mark
Registration Number:	5723425	
Registration Number:	5817084	DIGITAL MEDIA SOLUTIONS
Registration Number:	5817086	D DIGITAL MEDIA SOLUTIONS
Registration Number:	5695203	D
Registration Number:	5029770	ZIPQUOTE
Registration Number:	4854331	
Registration Number:	4835327	UNDERGROUND ELEPHANT
Registration Number:	4835328	UNDERGROUND ELEPHANT
Registration Number:	3742250	W4
Registration Number:	5400054	SHOUTABLE
Registration Number:	4906898	CAR LOAN PAL
Registration Number:	3145419	DEALTAKER
Serial Number:	90544559	DMS INSIGHTS
Serial Number:	90526521	MASTODON
Serial Number:	90527356	
Serial Number:	90525692	D DMS EXCHANGE
Serial Number:	90522918	D DMS EDUCATION
Serial Number:	90522955	DMS INSURANCE
Serial Number:	90523052	QUOTZA
Serial Number:	90523576	D DMS PERFORMANCE AD MARKET

CORRESPONDENCE DATA

Fax Number:

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: 2128192511
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1135397-0140-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	05/25/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT, dated as of May 25, 2021 (this “Agreement”), is made by the entities listed on the signature pages hereto as Grantors (collectively, the “Grantors” and each, a “Grantor”) and Truist Bank, as collateral agent (in such capacity and together with its successors and permitted assigns in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of May 25, 2021 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among Digital Media Solutions Holdings, LLC, a Delaware limited liability company (“Holdings”), Digital Media Solutions, LLC, a Delaware limited liability company (the “Borrower”), the lenders and issuing banks from time to time party thereto and Truist Bank, as the administrative agent and as Collateral Agent, and (b) the Collateral Agreement, dated as of May 25, 2021 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing lien on and security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including the Trademarks listed on Schedule I attached hereto, the goodwill of the businesses with which the Trademarks are associated, and all Proceeds and products of the foregoing (the “Trademark Collateral”); provided, that notwithstanding the foregoing or anything to the contrary set forth in Schedule I attached hereto, the Security Interest shall not attach to, and the “Trademark Collateral” shall not include, any Excluded Assets.. This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Date of Full Satisfaction or other release of such Grantor pursuant to Section 9.14 of the Credit Agreement, the Security Interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in

recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement, and, at such Grantor's expense, all other documents that such Grantor shall reasonably request to evidence such termination or release so long as the Grantor shall have provided the Collateral Agent such certifications or documents as the Collateral Agent shall reasonably request in order to demonstrate compliance with Section 9.14 of the Credit Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in or related to this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary, the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereunder, including (but not limited to) the validity, interpretation, construction, breach, enforcement or termination hereof, and whether arising in contract or tort or otherwise, shall be construed in accordance with and governed by the laws of the State of New York.

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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.

**BEST RATE HOLDINGS, LLC,
CAR LOAN PAL HOLDINGS, LLC,
DIGITAL MEDIA SOLUTIONS, LLC,
SCHOOLADVISOR, LLC,
UE AUTHORITY, CO.,
W4 HOLDING COMPANY, LLC,**
each as a Grantor

By *Vasundara Srenivas*
Name: Vasundara Srenivas
Title: Chief Financial Officer

DEALTAKER, LLC,

as a Grantor

By *Vasundara Srenivas*

Name: Vasundara Srenivas

Title: Chief Financial Officer

SPARKROOM HOLDINGS, LLC,
as a Grantor

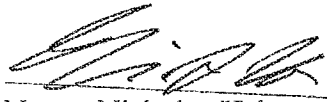
By



.....
Name: Anthony Saldana

Title: Secretary

TRUIST BANK, as Collateral Agent


By 
Name: Nicholas Hahn
Title: Managing Director

Schedule I


U.S. Trademarks

Registrations:

Registered Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Schooladvisor, LLC	CLASSESANDCAREERS.COM	77909427	1/11/2010	3831721	8/10/2010
Schooladvisor, LLC	CLASSESANDCAREERS.COM	77909433	1/11/2010	3869500	11/2/2010
Schooladvisor, LLC	PROTECT.COM	86713404	8/3/2015	4913406	3/8/2016
Schooladvisor, LLC	COLLEGEATLAS.ORG	86711456	7/31/2015	4949824	5/3/2016
Schooladvisor, LLC	DEGREECENTRAL.COM	86715588	8/5/2015	4950141	5/3/2016
Schooladvisor, LLC	DEGREESEARCH.ORG	86716741	8/6/2015	5056424	10/4/2016
Schooladvisor, LLC	SIMPLYJOBS	87130325	8/8/2016	5160873	3/14/2017
Sparkroom Holdings, LLC	SPARKROOM	87452832	5/17/2017	5354991	12/12/2017
Best Rate Holdings, LLC	MORTGAGE ADVISOR	87441847	5/9/2017	5658075	1/15/2019
Sparkroom Holdings, LLC	SPARKROOM (Horizontal Logo)	87778592	1/31/2018	5555345	9/4/2018
Sparkroom Holdings, LLC	SPARKROOM (Vertical Logo)	87778619	1/31/2018	5555347	9/4/2018
Sparkroom Holdings, LLC	SPARKROOM (Hexagon Logo)	87778640	1/31/2018	5723425	4/9/2019
Digital Media Solutions, LLC	DIGITAL MEDIA SOLUTIONS	87915270	5/10/2018	5817084	7/30/2019

Registered Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Digital Media Solutions, LLC	DIGITAL MEDIA SOLUTIONS (Combined Logo & Word)	87915319	5/10/2018	5817086	7/30/2019
Digital Media Solutions, LLC	D Logo	87920489	5/14/2018	5695203	3/12/2019
UE Authority, Co.	ZIPQUOTE	86658791	6/11/2015	5029770	8/30/2016
UE Authority, Co.	 (Design only)	86528301	2/9/2015	4854331	11/17/2015
UE Authority, Co.	UNDERGROUND ELEPHANT	86528297	2/9/2015	4835327	10/20/2015
UE Authority, Co.	UNDERGROUND ELEPHANT (Design phrase)	86528299	2/9/2015	4835328	10/20/2015
W4 Holding Company LLC	W4 Logo	77765602	6/22/2009	3742250	1/26/2010
W4 Holding Company LLC	SHOUTABLE	87450188	5/15/2017	5400054	2/13/2018
Car Loan Pal Holdings, LLC	CAR LOAN PAL	85920373	4/22/2013	4906898	3/1/2016
Dealtaker, LLC	DealTaker	78739728	10/25/2005	3145419	9/19/2006

Applications:

Registered Owner	Trademark	App. No.	App. Date
Digital Media Solutions, LLC	DMS INSIGHTS (Design phrase)	90544559	2/24/2021
Digital Media Solutions, LLC	MASTODON	90526521	2/12/2021
Digital Media Solutions, LLC	 (Design only)	90527356	2/12/2021
Digital Media Solutions, LLC	DMS EXCHANGE (Design phrase)	90525692	2/11/2021
Digital Media Solutions, LLC	DMS EDUCATION (Design phrase)	90522918	2/10/2021
Digital Media Solutions, LLC	DMS INSURANCE	90522955	2/10/2021
Digital Media Solutions, LLC	QUOTZA	90523052	2/10/2021
Digital Media Solutions, LLC	DMS PERFORMANCE AD MARKET (Design phrase)	90523576	2/10/2021