

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM671846

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (First Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oath Inc.		09/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent		
<b>Street Address:</b>	20 Kings Street West 4th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1CA		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3152495	YAHOO!	
<b>Registration Number:</b>	2638064	Y!	
<b>Registration Number:</b>	2059071	YA-HOO	
<b>Registration Number:</b>	1536595	YA-HOO	
<b>Registration Number:</b>	2243823	YAHOO!	
<b>Registration Number:</b>	6037308	YAHOO!	
<b>Registration Number:</b>	4756659	YAHOO!	
<b>Registration Number:</b>	4756660	YAHOO!	
<b>Registration Number:</b>	3039073	YAHOO!	
<b>Registration Number:</b>	2713015	YAHOO!	
<b>Registration Number:</b>	2564976	YAHOO!	
<b>Registration Number:</b>	2715989	YAHOO!	
<b>Registration Number:</b>	2564963	YAHOO!	
<b>Registration Number:</b>	2482907	YAHOO!	
<b>Registration Number:</b>	2559219	YAHOO!	
<b>Registration Number:</b>	2403227	YAHOO!	
<b>Registration Number:</b>	2159115	YAHOO!	
<b>Registration Number:</b>	3060552	YAHOO!	
<b>Registration Number:</b>	3398836	YAHOO!	

OP \$740.00 3152495

Property Type	Number	Word Mark
Registration Number:	2187292	YAHOO!
Registration Number:	2507286	YAHOO!
Registration Number:	2491498	YAHOO!
Registration Number:	2273128	YAHOO!
Registration Number:	2243909	YAHOO!
Registration Number:	2040222	YAHOO!
Registration Number:	3695932	YA-HOO!
Registration Number:	3701705	YA-HOO!
Registration Number:	3701706	YA-HOO!
Registration Number:	3639507	YA-HOO!

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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: 800-713-0755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	09/01/2021

**Total Attachments: 7**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Oath Inc.

- Individual(s)                       Association
- Partnership                         Limited Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) September 1, 2021

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other Trademark Security Agreement (First Lien)

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Royal Bank of Canada, as Collateral Agent

Street Address: 20 Kings Street West 4th Floor

City: Toronto

State: Ontario

Country: Canada                              Zip: M5H 1CA

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank                              Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)                      Text

B. Trademark Registration No.(s)  
see attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY                              Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Project College (72020.0294)

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:** 29

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** Doris Ka

Signature

September 1, 2021

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Notice of Grant of Security Interest in Trademarks (First Lien)**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of September 1, 2021 (this “Notice”), made by OATH INC., a Delaware corporation (the “Pledgor”), in favor of ROYAL BANK OF CANADA, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of September 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among AP Core Holdings II, LLC (the “Borrower”), each subsidiary of the Borrower identified therein and Royal Bank of Canada, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice 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 Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

OATH INC.

DocuSigned by:  
By *Monica Mijaleski* \_\_\_\_\_  
0C8EAC3A887B413...  
Name: Monica Mijaleski  
Title: Vice President, Chief  
Financial Officer and Treasurer

ROYAL BANK OF CANADA,  
as Collateral Agent,

By:   
Name: Yvonne Brazier  
Title: Manager, Agency Services

Schedule I  
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by Oath Inc.

*U.S. Trademark Registrations*

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
1.	YAHOO!	United States	76571562 26-JAN-2004	3152495 10-OCT-2006	OATH INC
2.	Y!	United States	75980047 14-MAY-1999	2638064 22-OCT-2002	OATH INC.
3.	YA-HOO	United States	75083549 04-APR-1996	2059071 06-MAY-1997	OATH INC.
4.	YA-HOO	United States	73725619 02-MAY-1988	1536595 25-APR-1989	OATH INC.
5.	YAHOO!	United States	75376450 20-OCT-1997	2243823 04-MAY-1999	OATH INC.
6.	YAHOO! 	United States	88712968 03-DEC-2019	6037308 21-APR-2020	OATH INC.
7.	YAHOO! YAHOO!	United States	86056862 05-SEP-2013	4756659 16-JUN-2015	OATH INC.
8.	YAHOO! YAHOO!	United States	86056867 05-SEP-2013	4756660 16-JUN-2015	OATH INC.
9.	YAHOO!	United States	76571500 21-JAN-2004	3039073 10-JAN-2006	OATH INC.
10.	YAHOO!	United States	76364591 31-JAN-2002	2713015 06-MAY-2003	OATH INC.
11.	YAHOO!	United States	76012754 29-MAR-2000	2564976 30-APR-2002	OATH INC.
12.	YAHOO!	United States	75706414 14-MAY-1999	2715989 13-MAY-2003	OATH INC.
13.	YAHOO!	United States	75979851 14-MAY-1999	2564963 30-APR-2002	OATH INC.



No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
14.	YAHOO!	United States	75561053 29-SEP-1998	2482907 28-AUG-2001	OATH INC.
15.	YAHOO!	United States	75536235 13-AUG-1998	2559219 09-APR-2002	OATH INC.
16.	YAHOO!	United States	75536236 13-AUG-1998	2403227 14-NOV-2000	OATH INC.
17.	YAHOO!	United States	75340270 13-AUG-1997	2159115 19-MAY-1998	OATH INC.
18.	YAHOO!	United States	75983575 28-MAY-1997	3060552 21-FEB-2006	OATH INC.
19.	YAHOO!	United States	75300217 28-MAY-1997	3398836 18-MAR-2008	OATH INC.
20.	YAHOO!	United States	75251029 28-FEB-1997	2187292 08-SEP-1998	OATH INC.
21.	YAHOO!	United States	75056541 12-FEB-1996	2507286 13-NOV-2001	OATH INC.
22.	YAHOO!	United States	75980778 12-FEB-1996	2491498 18-SEP-2001	OATH INC.
23.	YAHOO!	United States	75978545 25-MAY-1995	2273128 24-AUG-1999	OATH INC.
24.	YAHOO!	United States	75976767 25-MAY-1995	2243909 04-MAY-1999	OATH INC.
25.	YAHOO!	United States	75047949 24-JAN-1996	2040222 25-FEB-1997	OATH INC.
26.	YA-HOO!	United States	77721367 24-APR-2009	3695932 13-OCT-2009	OATH INC.
27.	YA-HOO!	United States	77721522 24-APR-2009	3701705 27-OCT-2009	OATH INC.
28.	YA-HOO!	United States	77721666 24-APR-2009	3701706 27-OCT-2009	OATH INC.
29.	YA-HOO!	United States	77640099 26-DEC-2008	3639507 16-JUN-2009	OATH INC.

*U.S. Trademark Applications*

None.