

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678406

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DistroKid, LLC	FORMERLY PK Interactive, LLC	10/01/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Barings Finance LLC, as Collateral Agent
Street Address:	300 S. Tryon Street
Internal Address:	Suite 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5653781	DISTROKID
Registration Number:	5369767	DISTROKID
Registration Number:	6343093	VIZY
Registration Number:	6349112	HYPERFOLLOW
Serial Number:	88834919	DISTROVID
Serial Number:	90044626	SLAPS.COM
Serial Number:	90044627	SLAPS.COM
Serial Number:	90044632	SLAPS.COM
Serial Number:	90101616	SLAPS
Serial Number:	90101617	SLAPS
Serial Number:	90101618	SLAPS
Serial Number:	90271504	UPSTREAM
Serial Number:	90554483	SOCIAL PHONE
Serial Number:	90554484	SOCIAL PHONE

CORRESPONDENCE DATA

Fax Number: 7044448857

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7043432000
Email: twitcher@mcguirewoods.com
Correspondent Name: Terry L. Witcher, Senior Paralegal
Address Line 1: McGuireWoods LLP
Address Line 2: 201 N. Tryon Street, Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher
SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	10/01/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2021 (this “Agreement”), among DistroKid, LLC, a Delaware limited liability company (the “Grantor”) and BARINGS FINANCE LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of October 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among DK MIDCO, LLC a Delaware limited liability company (“Holdings”), DK FINANCE MERGER SUB, LLC, a Delaware limited liability company, (“Initial Borrower”), which on the effective date will be merged with and into KID DISTRO HOLDINGS, LLC, a Delaware limited liability company (the “Company”), the other Loan Parties from time to time party thereto, the Lenders and Issuing Banks from time to time party thereto, and BARINGS FINANCE LLC, as the administrative agent, and (b) the Collateral Agreement dated as of December 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Initial Borrower, the Company, 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. 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, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). 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” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would

give rise thereto are not pending), 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.

SECTION 4. Collateral Agreement. The 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.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

DISTROKID, LLC, as Grantor

By  _____
Name: Phillip Kaplan
Title: President, Treasurer, and Secretary

BARINGS FINANCE LLC, as Collateral Agent


By _____
Name: _____
Title: _____

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

DISTROKID, LLC, as Grantor

By: _____
Name: Phillip Kaplan
Title: President, Treasurer, and Secretary

BARINGS FINANCE LLC, as Collateral Agent

By: 
Name: Mark Hudson
Title: Managing Director

SCHEDULE I

Trademark Collateral

Grantor	Trademark Title	Jurisdiction	App. No./ Reg. No.	App. Date/ Reg. Date
DistroKid, LLC ¹	DISTROKID	United States of America	5653781	January 15, 2019
DistroKid, LLC	DISTROKID	United States of America	5369767	January 2, 2018
DistroKid, LLC	VIZY	United States of America	6,343,093	May 4, 2021
DistroKid, LLC	HYPERFOLLOW	United States of America	6,349,112	May 11, 2021
DistroKid, LLC	DISTROVID	United States of America	88834919	March 15, 2020
DistroKid, LLC	SLAPS.COM	United States of America	90044626	July 9, 2020
DistroKid, LLC	SLAPS.COM	United States of America	90044627	July 9, 2020
DistroKid, LLC	SLAPS.COM	United States of America	90044632	July 9, 2020
DistroKid, LLC	SLAPS	United States of America	90101616	August 8, 2020
DistroKid, LLC	SLAPS	United States of America	90101617	August 8, 2020
DistroKid, LLC	SLAPS	United States of America	90101618	August 8, 2020
DistroKid, LLC	UPSTREAM	United States of America	90271504	October 22, 2020
DistroKid, LLC	SOCIAL PHONE	United States of America	90554483	March 2, 2021
DistroKid, LLC	SOCIAL PHONE	United States of America	90554484	March 2, 2021

¹ **Note to Lenders:** This entity was formerly known as PK Interactive, LLC. Public records have not yet been updated to reflect the change in name.