

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPTIMAD MEDIA LLC		10/07/2021	Limited Liability Company:
DSPOLITICAL, LLC		10/07/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6100231	OPTIMAD	
Registration Number:	6100243	OPTIMAD	
Registration Number:	6011081	DSPOLITICAL	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-30134		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	10/07/2021		
Total Attachments: 7			

CH \$90.00 6100231

source=Optimad_ Intellectual Property Security Agreement [Executed] 273364212_1#page1.tif
source=Optimad_ Intellectual Property Security Agreement [Executed] 273364212_1#page2.tif
source=Optimad_ Intellectual Property Security Agreement [Executed] 273364212_1#page3.tif
source=Optimad_ Intellectual Property Security Agreement [Executed] 273364212_1#page4.tif
source=Optimad_ Intellectual Property Security Agreement [Executed] 273364212_1#page5.tif
source=Optimad_ Intellectual Property Security Agreement [Executed] 273364212_1#page6.tif
source=Optimad_ Intellectual Property Security Agreement [Executed] 273364212_1#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of October 7, 2021 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **JPMORGAN CHASE BANK, N.A.**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of October 7, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) all rights corresponding thereto throughout the world, (v) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, in each case, excluding any Excluded Assets (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

OPTIMAD MEDIA LLC, as a Grantor

By: 

Name: Kevin Weisberg

Title: Chief Executive Officer


DSPOLITICAL, LLC, as a Grantor

By: 

Name: Michael Bassik

Title: President

JPMORGAN CHASE BANK, N.A., as Collateral
Agent

By: 
Name: Michael Mastronikolas
Title: Authorized Signer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007446 FRAME: 0602

SCHEDULE 1 TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Trademarks

TRADEMARK APPLICATIONS

None.

TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Date	Status	Registration No.
Optimad Media LLC	OPTIMAD	12/13/19	Active	6100231
Optimad Media LLC	OPTIMAD	12/13/19	Active	6100243
DSPolitical, LLC	DSPOLITICAL	3/17/2020	Active	6011081

TRADE NAMES

Grantor	Trade Name
DSPolitical, LLC	DemocraticAds.com
DSPolitical, LLC	Castable Solutions

DOMAIN NAMES

Grantor	Domain Name
DSPolitical, LLC	akdemocraticads.com
DSPolitical, LLC	azdemads.com
DSPolitical, LLC	castable.digital
DSPolitical, LLC	castable.solutions
DSPolitical, LLC	castable.tech
DSPolitical, LLC	castable.technology
DSPolitical, LLC	castablesolutions.com
DSPolitical, LLC	constituencyads.com
DSPolitical, LLC	demandsideinteractive.com
DSPolitical, LLC	demandsideinteractive.info
DSPolitical, LLC	demandsideinteractive.mobi
DSPolitical, LLC	demandsideinteractive.net
DSPolitical, LLC	demandsideinteractive.org
DSPolitical, LLC	demandsideinteractive.us

DSPolitical, LLC	democratads.com
DSPolitical, LLC	democraticads.biz
DSPolitical, LLC	democraticads.co
DSPolitical, LLC	democraticads.com
DSPolitical, LLC	democraticads.info
DSPolitical, LLC	democraticads.net
DSPolitical, LLC	democraticads.org
DSPolitical, LLC	democraticfranking.com
DSPolitical, LLC	democraticpartyads.com
DSPolitical, LLC	dlccads.com
DSPolitical, LLC	dlccads.org
DSPolitical, LLC	dpvaads.com
DSPolitical, LLC	dspolitical-dev.com
DSPolitical, LLC	dspolitical-kevin-bacon.com
DSPolitical, LLC	dspolitical.biz
DSPolitical, LLC	dspolitical.co
DSPolitical, LLC	dspolitical.com
DSPolitical, LLC	dspolitical.democrat
DSPolitical, LLC	dspolitical.info
DSPolitical, LLC	dspolitical.me
DSPolitical, LLC	dspolitical.mobi
DSPolitical, LLC	dspolitical.net
DSPolitical, LLC	dspolitical.online
DSPolitical, LLC	dspolitical.org
DSPolitical, LLC	dspolitical.us
DSPolitical, LLC	dspolitical.xyz
DSPolitical, LLC	dspoliticalinternational.com
DSPolitical, LLC	dspolitically.com
DSPolitical, LLC	dspoliticalnews.co
DSPolitical, LLC	dspoliticalonline.com
DSPolitical, LLC	dspoliticaluk.com
DSPolitical, LLC	dsprogressive.com
DSPolitical, LLC	dsprogressive.info
DSPolitical, LLC	dsprogressive.net
DSPolitical, LLC	dsprogressive.org
DSPolitical, LLC	franking.democrat
DSPolitical, LLC	frankingads.com
DSPolitical, LLC	frankingads.net
DSPolitical, LLC	frankingads.org
DSPolitical, LLC	louisianademocraticads.com
DSPolitical, LLC	michigandemads.com
DSPolitical, LLC	msdemads.com
DSPolitical, LLC	nedemads.com
DSPolitical, LLC	nlcads.com
DSPolitical, LLC	nmdemocraticads.com
DSPolitical, LLC	ohiodemocraticads.com
DSPolitical, LLC	sddemads.com
DSPolitical, LLC	sunsetmedia.biz
DSPolitical, LLC	texasdemocraticads.com

DSPolitical, LLC	tndemocraticads.com
DSPolitical, LLC	trumanads.com
DSPolitical, LLC	vadpads.com
DSPolitical, LLC	wvdemads.com
DSPolitical, LLC	yourvotingrecord.com
DSPolitical, LLC	yourvotingrecord.net
DSPolitical, LLC	yourvotingrecord.org