

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Direct Digital Holdings, LLC		12/03/2021	Limited Liability Company: TEXAS
Universal Standards for Digital Marketing, LLC		12/03/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Lafayette Square Loan Servicing, LLC		
Street Address:	P.O. Box 25250		
Internal Address:	PMB 13941		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33102-5250		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	90777383	COLOSSUS SSP	
Registration Number:	5293106	DIGITAL GAP ANALYSIS	
Registration Number:	5926904	XELLERANT	
Registration Number:	5587735	USDM DIGITAL	
Registration Number:	5439964	DIGITAL STRATEGY PLAYBOOK	
Registration Number:	4739565	ORANGE 142	
Registration Number:	2629853	USDM.NET	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (159823-01008)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$190.00 90777383

TRADEMARK

ATTORNEY DOCKET NUMBER:	159823-01008
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	12/03/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is dated as of December 3, 2021 between DIRECT DIGITAL HOLDINGS, LLC, a Texas limited liability company, a Delaware corporation (“DDH”) and UNIVERSAL STANDARDS FOR DIGITAL MARKETING, LLC, a Delaware limited liability company (“Universal Standards” and together with DDH, collectively the “Grantors” and each individually, a “Grantor”), and LAFAYETTE SQUARE LOAN SERVICING, LLC, as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, “Agent”).

WHEREAS, pursuant to that certain Term Loan and Security Agreement, dated as of December 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantors (together with any Person joined as a party thereto as a “Borrower” in accordance with Section 6.12 thereof, and all of their respective permitted successors and assigns, the “Borrowers”), the Guarantors party thereto (together with the Borrowers, the “Credit Parties” and each a “Credit Party”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually, a “Lender”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor has granted to Agent a lien and security interest in substantially all of its assets to secure the Obligations; and

WHEREAS, each Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent’s Liens in the Intellectual Property of each Grantor.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Agent of the Obligations under the Credit Agreement, each Grantor hereby collaterally assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on all of such Grantor’s Collateral, including all right, title and interest of such Grantor in, to and under the following, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (collectively, the “IP Collateral”):

(a) all of such Grantor’s (i) copyrights, copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 1, (ii) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, and (iv) all of

such Grantor's rights corresponding thereto throughout the world (all of the foregoing, collectively, the "Copyrights");

(b) all of such Grantor's patents and patent applications, including (i) the patents and patent applications listed on Schedule 2, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Patents");

(c) all of such Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 3, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); *provided* that no security interest shall be granted in United States intent-to-use trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registrations that issue therefrom under applicable federal law); and

(d) all reissues, continuations or extensions of the foregoing (as applicable) and all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for any infringement of any Intellectual Property.

Notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "IP Collateral" shall not include, any license, lease, contract or agreement to which such Grantor is a party and all software or related goods and/or databases licensed or provided thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such license, lease contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other Applicable Law), *provided, however*, that, upon Agent's reasonable request, such Grantor will use commercially reasonable efforts to obtain consent to the granting of a security interest therein to Agent (to the extent such prohibition is not otherwise unenforceable pursuant to the provisions of Article 9 of the UCC) and, at such time such consent is obtained, the lease, license or other agreement shall constitute "IP Collateral" hereunder and the security interest created hereunder shall extend to such lease, license or other agreement, in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or

such right of termination was not incurred in anticipation of the entering into of the Credit Agreement.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with, Agent and Lenders as follows: Schedule 1, Schedule 2 and Schedule 3 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1, Schedule 2 or Schedule 3 to include any such new IP Collateral of such Grantor identified in a written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on the schedules hereto.

7. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, applied to contracts to be performed wholly within the State of New York.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. CONSTRUCTION. All references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to, this Agreement, except where the context clearly requires otherwise. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

10. TERMINATION. The security interests, liens and rights granted to Agent and Lenders hereunder shall continue in full force and effect until all of the Obligations (other than Inchoate Obligations) of each Borrower have been paid in full and all commitments of Lenders to extend credit to Borrowers have expired or been terminated. Accordingly, each Borrower waives any rights which it may have under the Uniform Commercial Code to demand the filing of

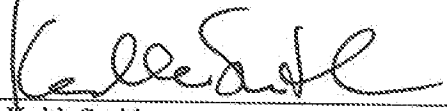
termination statements with respect to the IP Collateral, and Agent shall not be required to send such termination statements to Borrowers, or to file them with any filing office, unless and until this Agreement shall have been terminated in accordance with its terms and all Obligations (other than Inchoate Obligations) have been paid in full in immediately available funds. All representations, warranties, covenants, waivers and agreements contained herein shall survive termination hereof until all Obligations are paid in full.

[Signature page to follow]

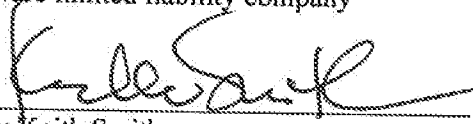
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

Direct Digital Holdings, LLC, a Texas limited liability company

By: 
Name: Keith Smith
Title: President

Universal Standards for Digital Marketing, LLC, a Delaware limited liability company

By: 
Name: Keith Smith
Title: President

Signature Page to Intellectual Property Security Agreement