

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XO Group, Inc.		02/17/2022	Corporation: DELAWARE
The Knot Worldwide Inc.		02/17/2022	Corporation: DELAWARE
GigMasters.com Incorporated		02/17/2022	Corporation: DELAWARE
The Bump Media, Inc.		02/17/2022	Corporation: DELAWARE
WeddingChannel.com, Inc.		02/17/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	4 Chase MetroTech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	4998448	THE KNOT	
Registration Number:	4636405		
Registration Number:	2889317	THE KNOT	
Registration Number:	4616497	COUPLES' CHOICE AWARDS	
Registration Number:	4750996	GIGMASTERS	
Registration Number:	5917478	THE BUMP	
Registration Number:	3091388	THE KNOT	
Registration Number:	3316175	WEDDINGWIRE	
Registration Number:	3316183	WEDDINGWIRE	
Registration Number:	3181378	THE KNOT WEDDING DRESS WORKOUT	
Registration Number:	3365304	SMARTMATCH	
Registration Number:	3217656	THE KNOT TV	
Registration Number:	3276356	WEDDING DRESS WORKOUT	
Registration Number:	3329568	THE BUMP	
Registration Number:	3365658	THE KNOT	

OP \$1190.00 4998448

Property Type	Number	Word Mark
Registration Number:	5373004	HOW HE ASKED
Registration Number:	5385870	FOUNDHERS
Registration Number:	2136948	THE KNOT
Registration Number:	5451097	TWOBRIGHTLIGHTS
Registration Number:	5451098	TWOBRIGHTLIGHTS
Registration Number:	5532780	HOW SHE ASKED
Registration Number:	5595890	THE KNOT
Registration Number:	5612893	FOUNDHERS
Registration Number:	5917477	THE BUMP
Registration Number:	5991456	B
Registration Number:	3803848	PROJECT WEDDING
Registration Number:	2494405	THE KNOT
Registration Number:	6618498	HOW THEY ASKED
Registration Number:	5656127	XO GROUP
Registration Number:	4068242	MY REAL WEDDING
Registration Number:	4147894	EVENTWIRE
Registration Number:	4972772	WEDDI AWARDS
Registration Number:	4391737	BIRTHDAYWIRE
Registration Number:	4391735	MITZVAHWIRE
Registration Number:	4395463	PROMWIRE
Registration Number:	2826750	WEDDING TRACKER
Registration Number:	4908878	SHINE
Registration Number:	4955909	S
Registration Number:	5411997	VERI
Registration Number:	2641605	WEDDINGCHANNEL.COM
Registration Number:	2564964	WEDDINGCHANNEL.COM
Registration Number:	2519435	WEDDING CHANNEL
Registration Number:	2508302	WEDDING CHANNEL
Serial Number:	88666597	THE KNOT
Serial Number:	88666589	TKWW
Serial Number:	88666592	TKWW THE KNOT WORLDWIDE
Serial Number:	87091224	THE BUMP

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1600433 TM IPSA

NAME OF SUBMITTER: Adam Siegel

SIGNATURE: /Adam Siegel/

DATE SIGNED: 03/02/2022

Total Attachments: 10

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TRADEMARK AND PATENT SECURITY AGREEMENT dated as of February 17, 2022 (this "Agreement"), among The Knot Worldwide Inc. (formerly known as WeddingWire, Inc.), a Delaware corporation (the "Borrower"), XO Group Inc., a Delaware corporation, Gigmasters.com Incorporated, a Delaware corporation, The Bump Media, Inc., a Delaware corporation, WeddingChannel.com, Inc., a Delaware corporation (collectively, along with the Borrower, the "Grantors" and each a "Grantor"), and JPMorgan Chase Bank, N.A. ("JPMorgan"), as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit and Guaranty Agreement dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and JPMorgan, as Administrative Agent, and (b) the First Lien Pledge and Security Agreement dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors identified therein and JPMorgan, as 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. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all 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 Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark and Patent Collateral"):

- (a) (i) all United States patents and applications now or hereafter made for letters patent throughout the world, including, but not limited to, any of the foregoing referred to on Schedule I, and all rights corresponding

thereto throughout the world, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations of any of the foregoing; (iii) the right to sue for past, present and future infringements of any of the foregoing, and (iv) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; and

- (b) (i) all United States trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, trade dresses, service marks, certification marks, collective marks, logos and other source of business identifiers or any other indicia of origin, designs and general tangibles of a like nature, all registrations thereof, and all applications now or hereafter made in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule II, and all rights corresponding thereto throughout the world, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing, (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

**SECTION 3. GOVERNING LAW; SUBMISSION TO JURISDICTION;
VENUE; WAIVER OF JURY TRIAL.**

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY LOAN DOCUMENT, BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY LOAN DOCUMENT, SHALL BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN (OR IF SUCH COURT LACKS SUBJECT MATTER JURISDICTION, THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN), AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID

COURTS. EACH OF THE PARTIES HERETO HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PERSON, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION PROCEEDING WITH RESPECT TO THIS AGREEMENT BROUGHT IN ANY OF THE AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PERSON. EACH OF THE PARTIES HERETO FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PERSON AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 13.3 OF THE CREDIT AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE COLLATERAL AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE COLLATERAL AGENT OR ANY SECURED PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE BORROWER OR ANY OTHER GRANTORS IN ANY OTHER JURISDICTION. NOTWITHSTANDING THE FOREGOING, LEGAL ACTIONS OR PROCEEDINGS BROUGHT BY THE SECURED PARTIES IN CONNECTION WITH THE EXERCISE OF REMEDIES WITH RESPECT TO COLLATERAL MAY BE BROUGHT IN OTHER JURISDICTIONS WHERE SUCH COLLATERAL IS LOCATED OR SUCH RIGHTS OR REMEDIES MAY BE EXERCISED.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

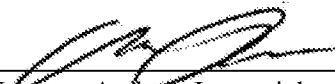
(d) EACH OF THE PARTIES TO THIS AGREEMENT WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

SECTION 4. Security 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 Security 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

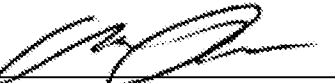
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries 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, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

[Signature Pages Follow]

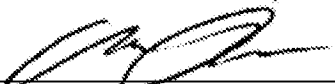
THE KNOT WORLDWIDE INC.

By: 
Name: Andrew Ivanovich
Title: Chief Financial Officer and Treasurer


XO GROUP INC.

By: 
Name: Andrew Ivanovich
Title: Chief Financial Officer and Treasurer

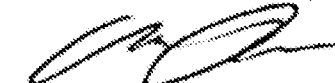
THE BUMP MEDIA, INC.

By: 
Name: Andrew Ivanovich
Title: Chief Financial Officer and Treasurer

GIGMASTERS.COM INC.

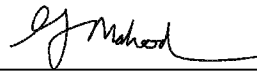
By: 
Name: Andrew Ivanovich
Title: Chief Financial Officer and Treasurer

WEDDINGCHANNEL.COM, INC.

By: 
Name: Andrew Ivanovich
Title: Chief Financial Officer and Treasurer

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

by



Name: Grace Mahood

Title: Vice President

[Signature Page to Trademark and Patent Security Agreement]

[[5787505]]

RECORDED: 03/02/2022

TRADEMARK
REEL: 007648 FRAME: 0317