

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twitter, Inc.		10/27/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC.		
Street Address:	1300 Thames Street, 4th Floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 101			
Property Type	Number	Word Mark	
Registration Number:	4187578	CARDSRING	
Registration Number:	6611217		
Registration Number:	6390044	SCRATCHREEL	
Registration Number:	6223868	SCRATCHREEL	
Registration Number:	6017032	TRUEVOICE	
Registration Number:	6278369	BLUEFIN LABS	
Registration Number:	5566932	TWEET LOVE	
Registration Number:	5557146		
Registration Number:	5399095	PERISCOPE	
Registration Number:	5166474		
Registration Number:	5303111		
Registration Number:	5146421		
Registration Number:	5332702	PERISCOPE	
Registration Number:	6042785		
Registration Number:	6448988		
Registration Number:	5122031		
Registration Number:	5228986		
Registration Number:	5089476		

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Property Type	Number	Word Mark
Registration Number:	5089477	
Registration Number:	5612225	TRUEVOICE
Registration Number:	5004925	NICHE CREATOR
Registration Number:	5233189	N
Registration Number:	5656050	TWTR
Registration Number:	4863387	
Registration Number:	5025107	
Registration Number:	5015799	
Registration Number:	5006025	
Registration Number:	5006018	
Registration Number:	4929105	OFFICIAL PARTNER
Registration Number:	4866510	TELLAPART
Registration Number:	5347079	
Registration Number:	5938300	
Registration Number:	5938216	
Registration Number:	4845687	THE FUTURE OF IDENTITY
Registration Number:	4944379	
Registration Number:	5228598	
Registration Number:	5418573	PERISCOPE
Registration Number:	4840790	FLOCK
Registration Number:	5076118	HATCH
Registration Number:	4888064	BEYOND THE INSTALL
Registration Number:	5655960	
Registration Number:	5001027	
Registration Number:	4760365	FLIGHT
Registration Number:	5008745	NEIGHBORNEST
Registration Number:	5008746	NEIGHBORNEST
Registration Number:	5152771	REVINE
Registration Number:	4867983	TWITTER FLIGHT
Registration Number:	4849049	V
Registration Number:	4832782	V
Registration Number:	4597314	
Registration Number:	4701245	MARKETING PLATFORM PARTNER
Registration Number:	4709433	TWITTER CERTIFIED PROGRAM
Registration Number:	4560475	TWITTER MIRROR
Registration Number:	4669774	SECONDSYNC
Registration Number:	4669775	SECONDSYNC
Registration Number:	4978444	COVER SCREEN

Property Type	Number	Word Mark
Registration Number:	4516268	COVER
Registration Number:	4589497	VINE
Registration Number:	4633017	VINE
Registration Number:	4463660	VINE
Registration Number:	4552274	
Registration Number:	4257157	PERISCOPE
Registration Number:	4384945	SOCIAL VOLUME
Registration Number:	4108285	BLUEFIN LABS
Registration Number:	4313773	BLUEFIN SIGNALS
Registration Number:	4324998	TV GENOME
Registration Number:	4645406	SNAPPYTV
Registration Number:	4632645	SNAPPYTV
Registration Number:	4122876	SNAPPYTV
Registration Number:	4187348	
Registration Number:	4422235	TWITTER
Registration Number:	3875997	
Registration Number:	5176563	RETWEET
Registration Number:	4110588	TWEETDECK
Registration Number:	4179739	TWITTER
Registration Number:	4338963	TWEET
Registration Number:	4362656	TWITTER
Registration Number:	3780175	COTWEET
Registration Number:	3699994	LET YOUR AD MEET TWEETS
Registration Number:	3619911	TWITTER
Registration Number:	0390621	PERISCOPE
Registration Number:	5941458	ACTIVID
Registration Number:	5719422	BRANDBEAT
Registration Number:	5383292	CROSSINSTALL
Registration Number:	5331677	PREPLAY
Registration Number:	4361532	PLUGGED IN TO GNIP
Registration Number:	4360848	POWERTRACK
Registration Number:	4357932	GNIP
Registration Number:	4391081	BIG BOULDER
Registration Number:	4710252	TAPCOMMERCE
Registration Number:	6383278	DRIVESCALE
Registration Number:	5171906	DRIVESCALE
Registration Number:	5079182	PEER
Registration Number:	5938371	SCROLL

Property Type	Number	Word Mark
Registration Number:	5921300	SCROLL
Registration Number:	5921301	SCROLL
Registration Number:	5938372	SCROLL
Registration Number:	4568822	NUZZEL
Registration Number:	4404861	NUZZEL
Registration Number:	5367745	OPENBACK
Registration Number:	5427828	SMYTE.

CORRESPONDENCE DATA

Fax Number: 2127352000
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: 2127352811
Email: mribando@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: One Manhattan West
Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	255430/1
NAME OF SUBMITTER:	Daniel C. Weiss
SIGNATURE:	/Daniel C. Weiss/
DATE SIGNED:	10/28/2022

Total Attachments: 23

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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), dated as of October 27, 2022, is made by Twitter, Inc., a Delaware corporation (the “Grantor”), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Second Lien Bridge Loan Credit Agreement, dated as of October 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among X Holdings I, Inc., a Delaware corporation (“Holdings”), X Holdings II, Inc., a Delaware corporation (the “Merger Sub” and, at any time prior to the consummation of the Acquisition, the “Borrower”), Twitter, Inc., a Delaware corporation (the “Company” and, upon and at any time after the consummation of the Acquisition, the “Borrower”), the several lenders from time to time party thereto (each, a “Lender” and, collectively, the “Lenders”) and Morgan Stanley Senior Funding, Inc., as the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Second Lien Bridge Security Agreement, dated as of October 27, 2022, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective extensions of credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a Security Interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are listed on Schedule A hereto, including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Secured Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. The Grantor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.


4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral as it relates to Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif”), including by electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, to the extent and as provided for in any applicable law, shall be effective as delivery of a manually executed counterpart hereof.


6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers duly authorized as of the day and year first above written.

TWITTER, INC.,
as a Grantor

By: 
Name: Elon R. Musk
Title: President, Secretary and Treasurer

MORGAN STANLEY SENIOR
FUNDING, INC., as the Collateral Agent

By:  _____

Name: Lisa Hanson

Title: Vice President


[Signature Page to Grant of Second Lien Bridge Security Interest in Trademarks]

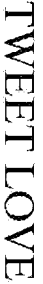





TRADEMARK
REEL: 007889 FRAME: 0187



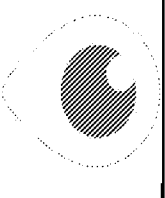
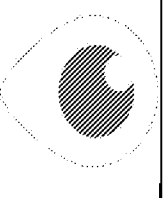

SCHEDULE A




Trademark Registrations and Applications

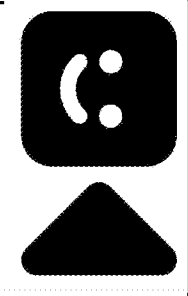


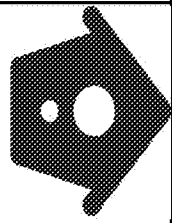

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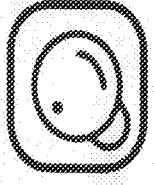



Trademark	Image	Application Number	Registration Number	Record Owner
CARDSPRING	CARDSPRING	85261289	4187578	TWITTER, INC.
Design Only		90292556	6611217	TWITTER, INC.
SCRATCHREEL	SCRATCHREEL	88592128	6390044	TWITTER, INC.
SCRATCHREEL		88979379	6223868	TWITTER, INC.
TRUEVOICE	TRUEVOICE	88468986	6017032	TWITTER, INC.
BLUEFIN LABS	BLUEFIN LABS	88110988	6278369	TWITTER, INC.


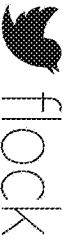
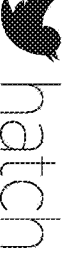
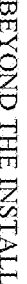


Trademark	Image	Application Number	Registration Number	Record Owner
TWEET LOVE	 TWEET LOVE	87537389	5566932	TWITTER, INC.
Design Only		87976790	5557146	TWITTER, INC.
PERISCOPE	 PERISCOPE	87181530	5399095	TWITTER, INC.
Design Only		87166953	5166474	TWITTER, INC.
Design Only		87166954	5303111	TWITTER, INC.
Design Only		87106166	5146421	TWITTER, INC.




Trademark	Image	Application Number	Registration Number	Record Owner
PERISCOPE	PERISCOPE	87106169	5332702	TWITTER, INC.
Design Only		86946372	6042785	TWITTER, INC.
Design Only		86946373	6448988	TWITTER, INC.
Design Only		86889923	5122031	TWITTER, INC.
Design Only		86889934	5228986	TWITTER, INC.
Design Only		86843986	5089476	TWITTER, INC.




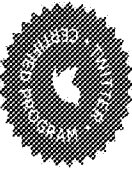
Trademark	Image	Application Number	Registration Number	Record Owner
Design Only		86843991	5089477	TWITTER, INC.
TRUEVOICE	TRUEVOICE	86770602	5612225	TWITTER, INC.
NICHE CREATOR	NICHE CREATOR	86715609	5004925	TWITTER, INC.
N		86715606	5233189	TWITTER, INC.
TWTR	TWTR	86713479	5656050	TWITTER, INC.
Design Only		86707631	4863387	TWITTER, INC.

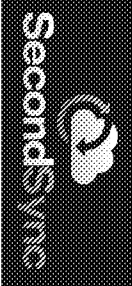

Trademark	Image	Application Number	Registration Number	Record Owner
Design Only		86672148	5025107	TWITTER, INC.
Design Only		86668617	5015799	TWITTER, INC.
Design Only		86662923	5006025	TWITTER, INC.
Design Only		86660197	5006018	TWITTER, INC.
OFFICIAL PARTNER		86631918	4929105	TWITTER, INC.
TELLAPART	TELLAPART	86614764	4866510	TWITTER, INC.


Trademark	Image	Application Number	Registration Number	Record Owner
Design Only		86981932	5347079	TWITTER, INC.
Design Only		86984504	5938300	TWITTER, INC.
Design Only		86592025	5938216	TWITTER, INC.
THE FUTURE OF IDENTITY	THE FUTURE OF IDENTITY	86580830	4845687	TWITTER, INC.
Design Only		86581716	4944379	TWITTER, INC.
Design Only		86581720	5228598	TWITTER, INC.


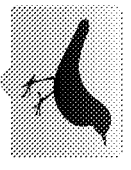
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PERISCOPE		86564075	5418573	TWITTER, INC.
FLOCK		86562363	4840790	TWITTER, INC.
HATCH		86562366	5076118	TWITTER, INC.
BEYOND THE INSTALL		86523463	4888064	TWITTER, INC.
Design Only		86484982	5655960	TWITTER, INC.
Design Only		86484994	5001027	TWITTER, INC.

Trademark	Image	Application Number	Registration Number	Record Owner
FLIGHT	 flight	86460694	4760365	TWITTER, INC.
NEIGHBORNEST	NEIGHBORNEST	86460766	5008745	TWITTER, INC.
NEIGHBORNEST	 neighborst	86460772	5008746	TWITTER, INC.
REVINE	REVINE	86981390	5152771	TWITTER, INC.
TWITTER FLIGHT	TWITTER FLIGHT	86391245	4867983	TWITTER, INC.
V		86364642	4849049	TWITTER, INC.

Trademark	Image	Application Number	Registration Number	Record Owner
V		86245645	4832782	TWITTER, INC.
Design Only		86229981	4597314	TWITTER, INC.
MARKETING PLATFORM PARTNER		86197970	4701245	TWITTER, INC.
TWITTER CERTIFIED PROGRAM		86197973	4709433	TWITTER, INC.
TWITTER MIRROR	TWITTER MIRROR	86194449	4560475	TWITTER, INC.
SECONDSYNC	SecondSync	86117335	4669774	TWITTER, INC.

Trademark	Image	Application Number	Registration Number	Record Owner
SECONDSYNC		86117349	4669775	TWITTER, INC.
COVER SCREEN	COVER SCREEN	86117861	4978444	TWITTER, INC.
COVER	COVER	85921651	4516268	TWITTER, INC.
VINE	VINE	85831964	4589497	TWITTER, INC.
VINE		85831970	4633017	TWITTER, INC.
VINE	VINE	85713066	4463660	TWITTER, INC.

Trademark	Image	Application Number	Registration Number	Record Owner
Design Only		85645323	4552274	TWITTER, INC.
PERISCOPE	PERISCOPE	85603685	4257157	TWITTER, INC.
SOCIAL VOLUME	SOCIAL VOLUME	85563205	4384945	TWITTER, INC.
BLUEFIN LABS	BLUEFIN LABS	85360230	4108285	TWITTER, INC.
BLUEFIN SIGNALS	BLUEFIN SIGNALS	85360236	4313773	TWITTER, INC.
TV GENOME	TV GENOME	85340972	4324998	TWITTER, INC.


Trademark	Image	Application Number	Registration Number	Record Owner
SNAPPYTV	SNAPPYTV	85231836	4645406	TWITTER, INC.
SNAPPYTV	SNAPPYTV	85231840	4632645	TWITTER, INC.
SNAPPYTV	SNAPPYTV	85231841	4122876	TWITTER, INC.
Design Only		85134525	4187348	TWITTER, INC.
TWITTER	TWITTER	85116720	4422235	TWITTER, INC.
Design Only		77924672	3875997	TWITTER, INC.

Trademark	Image	Application Number	Registration Number	Record Owner
RETWEET	RETWEET	77804841	5176563	TWITTER, INC.
TWEETDECK	TWEETDECK	77725866	4110588	TWITTER, INC.
TWITTER	Twitter	77721751	4179739	TWITTER, INC.
TWEET	TWEET	77715815	4338963	TWITTER, INC.
TWITTER	TWITTER	77711787	4362656	TWITTER, INC.
COTWEET	COTWEET	77697186	3780175	TWITTER, INC.

Trademark	Image	Application Number	Registration Number	Record Owner
LET YOUR AD MEET TWEETS	LET YOUR AD MEET TWEETS	77513740	3699994	TWITTER, INC.
TWITTER	TWITTER	77166246	3619911	TWITTER, INC.
PERISCOPE		71442467	0390621	TWITTER, INC.
ACTIVID	ActiVid	88171637	5941458	CROSSINSTALL, INC.
BRANDBEAT	BrandBeat	87801323	5719422	CROSSINSTALL, INC.

Trademark	Image	Application Number	Registration Number	Record Owner
CROSSINSTALL	CrossInstall	87046614	5383292	CROSSINSTALL, INC.
PREPLAY	Preplay	87046629	5331677	CROSSINSTALL, INC.
PLUGGED IN TO GNIP	Plugged In To Gnip	85804990	4361532	GNIP, INC.
POWERTRACK	PowerTrack	85768047	4360848	GNIP, INC.

Trademark	Image	Application Number	Registration Number	Record Owner
GNIP	GNIP	85768068	4357932	GNIP, INC.
BIG BOULDER	Big Boulder	85768076	4391081	GNIP, INC.
TAPCOMMERCE	TAPCOMMERCE	85809201	4710252	SURFWAX MEDIA, INC.
DRIVESCALE	DRIVESCALE	88587753	6383278	DRIVESCALE, INC.

Trademark	Image	Application Number	Registration Number	Record Owner
DRIVESCALE		86335241	5171906	DRIVESCALE, INC.
PEER		86723944	5079182	Honest Work Corporation
SCROLL		87196605	5938371	SCROLL LABS INC. DELAWARE CORPORATION 195 PLYMOUTH STREET, STE. 5-8 BROOKLYN, NEW YORK 11201
SCROLL		87196616	5921300	SCROLL LABS INC. DELAWARE CORPORATION 195 PLYMOUTH STREET, STE. 5-8 BROOKLYN, NEW YORK 11201
SCROLL		87196618	5921301	SCROLL LABS INC. DELAWARE CORPORATION 195 PLYMOUTH STREET, STE. 5-8 BROOKLYN, NEW YORK 11201
SCROLL		87196622	5938372	SCROLL LABS INC. DELAWARE CORPORATION 195 PLYMOUTH STREET, STE. 5-8 BROOKLYN, NEW YORK 11201

Trademark	Image	Application Number	Registration Number	Record Owner
NUZZEL		85646245	4568822	SCROLL LABS INC. DELAWARE CORPORATION 195 PLYMOUTH STREET, STE. 5-8 BROOKLYN, NEW YORK 11201
NUZZEL		85979920	4404861	SCROLL LABS INC. DELAWARE CORPORATION 195 PLYMOUTH STREET, STE. 5-8 BROOKLYN, NEW YORK 11201
OPENBACK		87236981	5367745	OpenBack Ltd.
SMYTE.	smyte.	87571698	5427828	Smyte Inc.

TRADEMARK

REEL: 007889 FRAME: 0206

RECORDED: 10/28/2022