

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM813800

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IP LLC		05/25/2023	Limited Liability Company: NEVADA
ITMEDIA SOLUTIONS LLC		05/25/2023	Limited Liability Company: NEVADA
HSH.COM LLC		05/25/2023	Limited Liability Company: NEVADA
XYZ.COM LLC		05/25/2023	Limited Liability Company: NEVADA
DESIGNCONTEST LLC		05/25/2023	Limited Liability Company: NEVADA
XYZ.RENT LLC		05/25/2023	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	2030 Main Street		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 44</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2812720	HSH	
<b>Registration Number:</b>	2817007	CASH NOW	
<b>Registration Number:</b>	3426904	HSH	
<b>Registration Number:</b>	3453802	HSH	
<b>Registration Number:</b>	3501882	HSH	
<b>Registration Number:</b>	4255502	DESIGNCONTEST	
<b>Registration Number:</b>	4468545	CASH ADVANCE	
<b>Registration Number:</b>	4545179	GENERATION XYZ	
<b>Registration Number:</b>	4563961	FOR EVERY WEBSITE EVERYWHERE	

OP \$1115.00 2812720

Property Type	Number	Word Mark
Registration Number:	4741841	SBA
Registration Number:	4741842	SBA.COM
Registration Number:	4748596	XYZ
Registration Number:	4782509	XYZ.COM
Registration Number:	4822981	IT COMES AFTER THE DOT
Registration Number:	4921421	FOR A COMMON PURPOSE
Registration Number:	4985423	DRIVE YOUR BRAND
Registration Number:	5038169	MARKET YOUR ASSET
Registration Number:	5308673	1.111B
Registration Number:	5316584	COM.COM
Registration Number:	5346157	AYDACFU
Registration Number:	5346405	ALL YOUR DOMAINS ARE COME FROM US
Registration Number:	5359120	ITMEDIA
Registration Number:	5828539	CLAIM YOUR SPACE
Registration Number:	5828541	EXPRESS YOUR PASSION
Registration Number:	5828973	FOR SCARY GOOD IDEAS
Registration Number:	5828974	FOR NEWBORN IDEAS
Registration Number:	5839168	ADVANCING ONLINE SECURITY
Registration Number:	6118668	BE THE DESTINATION
Registration Number:	6463017	FOR DOMAIN MAKEOVERS
Registration Number:	6745529	YOUR IDEA LIVES HERE
Registration Number:	6745534	DRIVING TOWARDS THE FUTURE
Registration Number:	6745535	LEAD THE RIDE
Registration Number:	6823362	XYZ
Registration Number:	6874352	FOR WORLD-CLASS WEBSITES
Serial Number:	75027349	E-MORTGAGE
Serial Number:	97391987	GIVE LIFE TO YOUR PASSION
Serial Number:	97391998	LAUGH OUT LOUD
Serial Number:	97392000	SHARE YOUR WORLD
Serial Number:	97392005	POWER YOUR ONLINE PRESENCE
Serial Number:	97392011	BLOSSOM ONLINE
Serial Number:	97392015	SHARE THE HOLIDAY SPIRIT
Serial Number:	97392020	BE HEARD ONLINE
Serial Number:	97392024	GET IN THE GAME
Serial Number:	97497233	PERSONAL LOANS

**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.**

**Email:** laura.o'brien@hklaw.com  
**Correspondent Name:** Holland & Knight LLP  
**Address Line 1:** 10 St. James Ave.  
**Address Line 2:** 11th Floor  
**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>ATTORNEY DOCKET NUMBER:</b>	580120.01851
<b>NAME OF SUBMITTER:</b>	Laura O'Brien
<b>SIGNATURE:</b>	/Laura O'Brien/
<b>DATE SIGNED:</b>	05/30/2023

**Total Attachments: 9**  
source=[XYZ] Trademark Security Agreement (Executed)#page1.tif  
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source=[XYZ] Trademark Security Agreement (Executed)#page9.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 25, 2023 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, this “Trademark Security Agreement”), is by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as Administrative Agent for itself and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the “Credit Agreement”) by and among XYZ, LLC, a Nevada limited liability company (“Borrower”), the Administrative Agent and the other Secured Parties from time to time party thereto, the Administrative Agent and the other Secured Parties have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, Administrative Agent and the other Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of itself and the other Secured Parties that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of itself and the other Secured Parties, this Trademark Security Agreement.

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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

**GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of itself and the other Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of its Trademarks (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) and Trademark

Intellectual Property Licenses to which it is a party including, without limitation, those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under any Debtor Relief Laws involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of itself and the other Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

*[Remainder of page intentionally left blank; signature page follows.]*

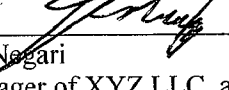
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

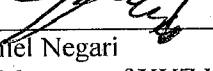
**IP LLC**

By:   
Name: Daniel Negari  
Title: As Manager of XYZ LLC, a Nevada limited liability company, which is acting as Manager of IP LLC

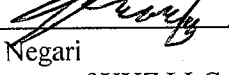
**ITMEDIA SOLUTIONS LLC**

By:   
Name: Daniel Negari  
Title: As Manager of XYZ LLC, a Nevada limited liability company, which is acting as Manager of ITMedia Solutions LLC


**HSH.COM LLC**

By:   
Name: Daniel Negari  
Title: As Manager of XYZ LLC, a Nevada limited liability company, which is acting as Manager of HSH.com LLC

**XYZ.COM LLC**

By:   
Name: Daniel Negari  
Title: As Manager of XYZ LLC, a Nevada limited liability company, which is acting as Manager of XYZ.COM LLC

**DESIGNCONTEST LLC**

By:   
Name: Daniel Negari  
Title: As Manager of XYZ LLC, a Nevada limited liability company, which is acting as Manager of XYZ Invest LLC, a Nevada limited liability company, which is acting as Manager of DesignContest LLC

**XYZ.RENT LLC**

By: \_\_\_\_\_



Name: Daniel Negari

Title: As Manager of XYZ LLC, a Nevada limited liability company, which is acting as Manager of 123 LLC, a Nevada limited liability company, which is acting as both Member and Manager of XYZ.RENT LLC

[Signature Page to Trademark Security Agreement]

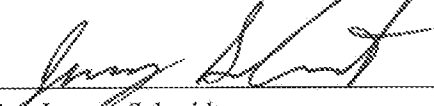
**TRADEMARK**  
**REEL: 008086 FRAME: 0490**



ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK NATIONAL  
ASSOCIATION, a national banking association

By:   
Name: Jeremy Schmidt  
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 008086 FRAME: 0491

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
(excluding Trademark applications filed on an intent-to-use basis for which no statement of use  
or amendment to allege use has been filed)

**Trademark Registrations/Applications**

<u>Grantor</u>	<u>Trademark</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
IP LLC	CASH ADVANCE	Reg #: 4468545	Reg Date: Jan. 21, 2014
IP LLC	CASH NOW	Reg #: 2817007	Reg Date: Feb. 24, 2004
IP LLC	E-MORTGAGE	Reg #: 75027349	Reg Date: Feb. 17, 1998
IP LLC	SBA	Reg #: 4741841	Reg Date: May 26, 2015
IP LLC	SBA.COM	Reg #: 4741842	Reg Date: May 26, 2015
IP LLC	COM.COM	Reg #: 5316584	Reg Date: Oct. 24, 2017
IP LLC	PERSONAL LOANS	Serial #: 97497233	App date: Jul. 11, 2022
ITMedia Solutions LLC	ITMEDIA	Reg #: 5359120	Reg Date: Dec. 19, 2017
HSH.COM LLC	HSH	Reg #: 3426904	Reg Date: May. 13, 2008
HSH.COM LLC	HSH	Reg #: 3501882	Reg Date: Sep. 16, 2008
HSH.COM LLC	HSH	Reg #: 3453802	Reg Date: Jun. 24, 2008
HSH.COM LLC	HSH	Reg #: 2812720	Reg Date: Feb. 10, 2004
XYZ.COM LLC	XYZ [Domain Names]	Reg #: 4748596	Reg Date: Jun. 02, 2015
XYZ.COM LLC	1.111B	Reg #: 5308673	Reg Date: Oct. 24, 2017
XYZ.COM LLC	ADVANCING ONLINE SECURITY	Reg #: 5839168	Reg Date: Aug. 20, 2019
XYZ.COM LLC	ALL YOUR DOMAINS ARE COME FROM US	Reg #: 5346405	Reg Date: Nov. 28, 2017
XYZ.COM LLC	AYDACFU	Reg #: 5346157	Reg Date: Nov. 28, 2017
XYZ.COM LLC	BE THE DESTINATION	Reg #: 6118668	Reg Date: Aug. 04, 2020

XYZ.COM LLC	CLAIM YOUR SPACE	Reg #: 5828539	Reg Date: Aug. 06, 2019
XYZ.COM LLC	DRIVE YOUR BRAND	Reg #: 4985423	Reg Date: Sep. 23, 2015
XYZ.COM LLC	DRIVING TOWARDS THE FUTURE	Reg #: 6745534	Reg Date: May 31,2022
XYZ.COM LLC	EXPRESS YOUR PASSION	Reg #: 5828541	Reg Date: Aug. 06, 2019
XYZ.COM LLC	FOR A COMMON PURPOSE	Reg #: 4921421	Reg Date: Mar. 22, 2016
XYZ.COM LLC	FOR DOMAIN MAKEOVERS	Reg #: 6463017	Reg Date: Aug. 24, 2021
XYZ.COM LLC	FOR EVERY WEBSITE EVERYWHERE	Reg #: 4563961	Reg Date: Jul. 08, 2014
XYZ.COM LLC	FOR NEWBORN IDEAS	Reg #: 5828974	Reg Date: Aug. 06, 2019
XYZ.COM LLC	FOR SCARY GOOD IDEAS	Reg #: 5828973	Reg Date: Aug. 06, 2019
XYZ.COM LLC	FOR WORLD-CLASS WEBSITES	Reg #: 6874352	Reg Date: Oct. 11, 2022
XYZ.COM LLC	GENERATION XYZ	Reg #: 4545179	Reg Date: Jun. 03, 2014
XYZ.COM LLC	IT COMES AFTER THE DOT	Reg #: 4822981	Reg Date: Sep. 29, 2015
XYZ.COM LLC	LEAD THE RIDE	Reg #: 6745535	Reg Date: May. 31, 2022
XYZ.COM LLC	MARKET YOUR ASSET	Reg #: 5038169	Reg Date: Sep. 06, 2016
XYZ.COM LLC	XYZ.COM	Reg #: 4782509	Reg Date: Jul. 28, 2015
XYZ.COM LLC	YOUR IDEA LIVES HERE	Reg #: 6745529	Reg Date: May 31, 2022
XYZ.COM LLC	BE HEARD ONLINE	Serial #: 97392020	App date: May. 2, 2022
XYZ.COM LLC	BLOSSOM ONLINE	Serial #: 97392011	App date: May. 2, 2022

XYZ.COM LLC	GET IN THE GAME	Serial #: 97392024	App date: May. 2, 2022
XYZ.COM LLC	GIVE LIFE TO YOUR PASSION	Serial #: 97391987	App date: May. 2, 2022
XYZ.COM LLC	LAUGH OUT LOUD	Serial #: 97391998	App date: May. 02, 2022
XYZ.COM LLC	POWER YOUR ONLINE PRESENCE	Serial #: 97392005	App date: May. 02, 2022
XYZ.COM LLC	SHARE THE HOLIDAY SPIRIT	Serial #: 97392015	App date: May. 02, 2022
XYZ.COM LLC	SHARE YOUR WORLD	Serial #: 97392000	App date: May. 02, 2022
DESIGNCONT EST LLC	DESIGNCONTEST	Reg #: 4255502	Reg Date: Dec. 4, 2012
XYZ.RENT LLC	XYZ [Real Estate]	Reg #: 6823362	Reg Date: Aug. 23, 2022

**Trademark Licenses**

None.