

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
X Corp.		06/14/2023	Corporation: NEVADA
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: 5			
Property Type	Number	Word Mark	
Registration Number:	6815833	ZIPDIAL	
Registration Number:	6895854		
Registration Number:	6974997	SUBTWEET	
Registration Number:	6992306	TWITTER AMPLIFY	
Registration Number:	7006727		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	max.rief@skadden.com		
Correspondent Name:	Daniel C. Weiss, Esq.		
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 2:	525 University Avenue		
Address Line 4:	Palo Alto, CALIFORNIA 94301		
ATTORNEY DOCKET NUMBER:	257160/3		
NAME OF SUBMITTER:	Daniel C. Weiss		
SIGNATURE:	/Daniel C. Weiss/		

OP \$140.00 6815833

DATE SIGNED:	06/16/2023
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Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of June 14, 2023, is made by X Corp. (f/k/a Twitter, Inc.), a Nevada 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, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Second Lien Bridge Loan 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, each 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 Grantors hereby agree 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. Each 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 each 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. Each 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.

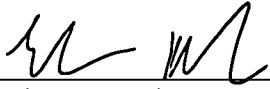
4. Acknowledgment. Each Grantor hereby further acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral as it relates to Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the 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.

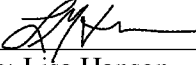
6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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.

X Corp.,
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

SCHEDULE A

Trademark Registrations

OWNER	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
Twitter, Inc.	88984799	7006727	
X Corp.	90403431	6992306	TWITTER AMPLIFY
Twitter, Inc.	88984174	6974997	SUBTWEET
Twitter, Inc.	88984026	6895854	
Twitter, Inc.	90237599	6815833	ZIPDIAL