

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Definitive Media Corp., d/b/a THREAD		07/25/2023	Corporation: CALIFORNIA
Modus Outcomes LLC		07/25/2023	Limited Liability Company: MASSACHUSETTS
CureClick, LLC		07/25/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC, as Collateral Agent		
Street Address:	115 South Union Street, Suite 300		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6617837	THREAD	
Registration Number:	5040910	MODUS OUTCOMES	
Registration Number:	4823809	CURECLICK	
Serial Number:	97558773	THREAD	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	tdamario@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Thomas M. DaMario		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	109721.0029		

CH \$115.00 6617837

NAME OF SUBMITTER:	Thomas DaMario
SIGNATURE:	/Thomas DaMario/
DATE SIGNED:	07/25/2023
Total Attachments: 6 source=Oxford-Thread-Trademark Security Agreement (Executed)#page1.tif source=Oxford-Thread-Trademark Security Agreement (Executed)#page2.tif source=Oxford-Thread-Trademark Security Agreement (Executed)#page3.tif source=Oxford-Thread-Trademark Security Agreement (Executed)#page4.tif source=Oxford-Thread-Trademark Security Agreement (Executed)#page5.tif source=Oxford-Thread-Trademark Security Agreement (Executed)#page6.tif	

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of July 25, 2023, (this "Agreement"), among Definitive Media Corp., d/b/a THREAD, a California corporation (the "Borrower"), Modus Outcomes LLC, a Massachusetts limited liability company ("Modus"), CureClick, LLC, a California limited liability company ("CureClick"; together with Thread and Modus, collectively the "Grantors" and each, a "Grantor") and Oxford Finance LLC, as Collateral Agent.

WHEREAS, the Borrower, Thread Holdings I, LLC, a Delaware limited liability company ("Holdings"), the Lenders from time to time party thereto, and Oxford Finance LLC, as Administrative Agent (together with its successors and assigns, the "Administrative Agent") and Collateral Agent, have entered into the Credit Agreement, dated as of July 25, 2023 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantors executed that certain Security Agreement, dated as of July 25, 2023 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, Holdings, the other Grantors named therein and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the "USPTO") or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) rights and privileges arising under applicable laws with respect to the use of the foregoing, (ii) renewals and extensions thereof, (iii) proceeds, income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements or other violations thereof, (iv) rights to sue or otherwise recover for past, present or future infringements or other violations thereof and (v) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the USPTO. 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 4. Recordation. Each Grantor hereby authorizes and requests that the USPTO record this Agreement.


SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

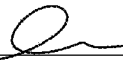
[Remainder of this page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DEFINITIVE MEDIA CORP.,
as the Grantor

By: 
Name: Daniel Agroskin
Title: Vice President

MODUS OUTCOMES LLC,
as the Grantor

By: 
Name: Daniel Agroskin
Title: Vice President

CURECLICK, LLC,
as the Grantor

By: _____
Name: Fabio Gratton
Title: President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DEFINITIVE MEDIA CORP.,
as the Grantor

By: _____
Name: Daniel Agroskin
Title: Vice President

MODUS OUTCOMES LLC,
as the Grantor

By: _____
Name: Daniel Agroskin
Title: Vice President

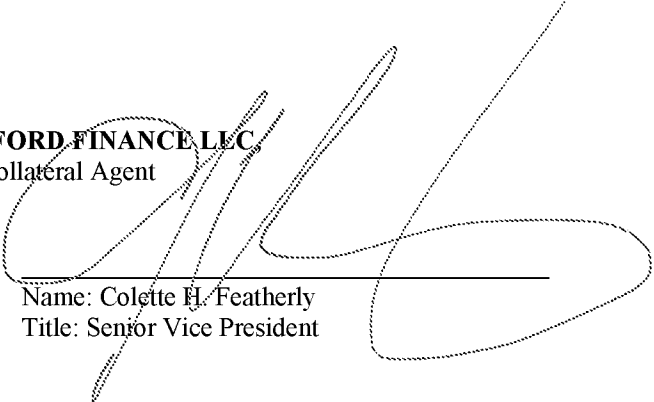
CURECLICK, LLC,
as the Grantor

By: _____

Name: Fabio Gratton
Title: President

OXFORD FINANCE LLC
as Collateral Agent

By:



Name: Colette H. Featherly
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008144 FRAME: 0189

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	Reg. No. / App. No.
THREAD	United States	Definitive Media Corp.	97558773
THREAD	United States	Definitive Media Corp.	6617837
MODUS OUTCOMES	United States	Modus Outcomes LLC	5040910
CURECLICK	United States	CureClick, LLC	4823809