

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843250

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement (First Lien)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AOL Media LLC		10/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mizuho Bank, Ltd., as Collateral Agent		
Street Address:	1271 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Serial Number:	78707028	AIM	
Serial Number:	76426301	AIM EXPRESSIONS	
Serial Number:	76426932	AIM EXPRESSIONS	
Serial Number:	75329931	AOL	
Serial Number:	74585587	AOL	
Serial Number:	97891563	AOL	
Serial Number:	87714132	AOL	
Serial Number:	74724878	AOL	
Serial Number:	97419438	AOL	
Serial Number:	88205162	AOL DESKTOP GOLD	
Serial Number:	75460305	AOL INSTANT MESSENGER	
Serial Number:	75460306	AOL INSTANT MESSENGER	
Serial Number:	86868138	AOL MYHEALTHPROTECTED	
Serial Number:	86789684	AOL SHIELD	
Serial Number:	86162532	AOL . TECH FORTRESS	
Serial Number:	75460304	AOL.COM	
Serial Number:	75460303	AOL.COM	
Serial Number:	74627239	AOLNET	
Serial Number:	87767978	BEAUTY IN MOTION	

OP \$840.00 78707028

Property Type	Number	Word Mark
Serial Number:	88205160	DESKTOP GOLD
Serial Number:	85694793	DIGITAL MATTERS
Serial Number:	75497543	INSTANT MESSENGER
Serial Number:	75496386	INSTANT MESSENGER
Serial Number:	76454933	
Serial Number:	75460308	
Serial Number:	75460307	
Serial Number:	76332943	
Serial Number:	78546835	TOPSPEED
Serial Number:	87767977	WILD WORKSPACES
Serial Number:	75487493	YOU'VE GOT MAIL
Serial Number:	75487492	YOU'VE GOT MAIL
Serial Number:	75487495	YOU'VE GOT MAIL
Serial Number:	75528557	

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED: 10/02/2023

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AOL Media LLC

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other Limited Liability Company - Delaware

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 2, 2023

- Assignment Merger
- Security Agreement Change of Name
- Other Trademark Security Agreement (First Lien)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Mizuho Bank, Ltd., as Collateral Agent

Street Address: 1271 Avenue of the Americas

City: New York

State: NY

Country: USA Zip: 10020

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Project College.Yahoo (72020.0369)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Doris Ka

Signature

October 2, 2023

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Notice of Grant of Security Interest in Intellectual Property (First Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of October 2, 2023 (this “Notice”), made by AOL Media LLC, a Delaware limited liability company (the “Pledgor”), in favor of Mizuho Bank, Ltd., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of October 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among AOL Holdco II LLC (the “Borrower”), each subsidiary of the Borrower identified therein and Mizuho Bank, Ltd., as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s 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 Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the Trademark Collateral”) all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral 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 Collateral Agreement. Each Pledgor 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 Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

AOL MEDIA LLC

By: 

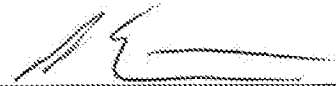
Name: Christopher Stanford

Title: Vice President, Controller and
Assistant Treasurer

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

TRADEMARK
REEL: 008215 FRAME: 0057

Mizuho Bank, Ltd.,
as Collateral Agent,

By: 
Name: Raymond Ventura
Title: Managing Director

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by AOL Media LLC

(See attached)

Country	Trademark	Trademark	Application No.	Application Date	Registration No.	Registration Date	Owner
United States of America	AIM & Design	Registered	78/707028	Sep 6 2005	5211202	May 30 2017	AOL Media LLC
United States of America	AIM EXPRESSIONS	Registered	76/426301	Jun 27 2002	2938589	Apr 5 2005	AOL Media LLC
United States of America	AIM EXPRESSIONS	Registered	76/426932	Jun 27 2002	2976988	Jul 26 2005	AOL Media LLC
United States of America	AOL	Registered	75/329931	Jul 24 1997	2192185	Sep 29 1998	AOL Media LLC
United States of America	AOL	Registered	74/585587	Oct 14 1994	1977731	Jun 4 1996	AOL Media LLC
United States of America	AOL	Pending	97891563	Apr 17 2023			AOL Media LLC
United States of America	AOL	Registered	87/714132	Dec 8 2017	5523761	Jul 24 2018	AOL Media LLC
United States of America	AOL	Registered	74/724878	Sep 5 1995	1984337	Jul 2 1996	AOL Media LLC
United States of America	AOL	Pending	97419438	May 20 2022			AOL Media LLC
United States of America	AOL DESKTOP GOLD	Registered	88/205162	Nov 26 2018	5836380	Aug 13 2019	AOL Media LLC
United States of America	AOL INSTANT MESSENGER	Registered	75/460305	Apr 1 1998	3310190	Oct 16 2007	AOL Media LLC
United States of America	AOL INSTANT MESSENGER	Registered	75/460306	Apr 1 1998	3310191	Oct 16 2007	AOL Media LLC
United States of America	AOL MYHEALTHPROTECTED	Registered	86/868138	Jan 7 2016	5097090	Dec 6 2016	AOL Media LLC
United States of America	AOL SHIELD	Registered	86/789684	Oct 15 2015	4990465	Jun 28 2016	AOL Media LLC
United States of America	AOL TECH FORTRESS & Design	Registered	86/162532	Jan 10 2014	4730054	May 5 2015	AOL Media LLC
United States of America	AOL.COM	Registered	75/460304	Apr 1 1998	2325292	Mar 7 2000	AOL Media LLC
United States of America	AOL.COM	Registered	75/460303	Apr 1 1998	2325291	Mar 7 2000	AOL Media LLC
United States of America	AOLnet (Stylized)	Registered	74/627239	Jan 30 1995	1990847	Aug 6 1996	AOL Media LLC
United States of America	BEAUTY IN MOTION	Registered	87/767978	Jan 24 2018	5932724	Dec 10 2019	AOL Media LLC
United States of America	DESKTOP GOLD	Registered	88/205160	Nov 26 2018	6125345	Aug 11 2020	AOL Media LLC
United States of America	DIGITAL MATTERS	Registered	85/694793	Aug 3 2012	4394932	Sep 3 2013	AOL Media LLC
United States of America	INSTANT MESSENGER	Registered	75/497543	Jun 4 1998	3310194	Oct 16 2007	AOL Media LLC
United States of America	INSTANT MESSENGER	Registered	75/496386	Jun 4 1998	3310193	Oct 16 2007	AOL Media LLC
United States of America	Mailbox Design	Registered	76/454933	Sep 25 2002	2833789	Apr 20 2004	AOL Media LLC
United States of America	Running Man Logo (1997)	Registered	75/460308	Apr 1 1998	2280912	Sep 28 1999	AOL Media LLC
United States of America	Running Man Logo (1997)	Registered	75/460307	Apr 1 1998	2280911	Sep 28 1999	AOL Media LLC
United States of America	Sound Mark - AIM Chime	Registered	76/332943	Nov 1 2001	2799689	Dec 20 2003	AOL Media LLC
United States of America	TOPSPEED	Registered	78/546835	Jan 13 2005	3223864	Apr 3 2007	AOL Media LLC
United States of America	WILD WORKSPACES	Registered	87/767977	Jan 24 2018	5562788	Sep 11 2018	AOL Media LLC
United States of America	YOU'VE GOT MAIL	Registered	75/487493	May 18 1998	2921866	Feb 1 2005	AOL Media LLC
United States of America	YOU'VE GOT MAIL	Registered	75/487492	May 18 1998	2628523	Oct 1 2002	AOL Media LLC
United States of America	YOU'VE GOT MAIL	Registered	75/487495	May 18 1998	2845079	May 25 2004	AOL Media LLC
United States of America	YOU'VE GOT MAIL (Sensory Mark)	Registered	75/528557	Jul 31 1998	2821863	Mar 16 2004	AOL Media LLC