

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AOL Membership Services 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: 17			
Property Type	Number	Word Mark	
Serial Number:	74032876	COMPUSERVE	
Serial Number:	76524668	CS.COM	
Serial Number:	75506483	CS.COM	
Serial Number:	75862894		
Serial Number:	75862896		
Serial Number:	75862959		
Serial Number:	76436291	N	
Serial Number:	76436292	N	
Serial Number:	76436293	N	
Serial Number:	76436290	N NETSCAPE	
Serial Number:	76436288	N NETSCAPE	
Serial Number:	76017078	NETSCAPE	
Serial Number:	76017079	NETSCAPE	
Serial Number:	74574057	NETSCAPE	
Serial Number:	78541318	AMERICA ONLINE	
Serial Number:	75329933	AMERICA ONLINE	
Serial Number:	74013704	AMERICA ONLINE	
CORRESPONDENCE DATA			

OP \$440.00 74032876

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 Membership Services 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:

17

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 Membership Services 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 MEMBERSHIP SERVICES 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: 0086

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 Membership Services LLC

(See attached)

Country	Trademark	Trademark Status	Application No	Application Date	Registration No	Registration Date	Owner
United States of America	COMPUSERVE	Registered	74/032876	7-Feb-90	1654785	27-Aug-91	AOL Membership Services LLC
United States of America	CS.COM	Registered	76/524668	19-Jun-03	2977485	26-Jul-05	AOL Membership Services LLC
United States of America	CS.COM	Registered	75/506483	22-Jun-98	2889385	28-Sep-04	AOL Membership Services LLC
United States of America	GLOBE & Arc Design	Registered	75/862894	3-Dec-99	2469113	17-Jul-01	AOL Membership Services LLC
United States of America	GLOBE & Arc Design	Registered	75/862896	3-Dec-99	2661160	17-Dec-02	AOL Membership Services LLC
United States of America	GLOBE & Arc Design	Registered	75/862959	3-Dec-99	2400123	31-Oct-00	AOL Membership Services LLC
United States of America	N & Design (2002)	Registered	76/436291	30-Jul-02	2828402	30-Mar-04	AOL Membership Services LLC
United States of America	N & Design (2002) (white background)	Registered	76/436292	30-Jul-02	2851594	8-Jun-04	AOL Membership Services LLC
United States of America	N & Design (2002) (white background)	Registered	76/436293	30-Jul-02	2851595	8-Jun-04	AOL Membership Services LLC
United States of America	N NETSCAPE & Design (2002)	Registered	76/436290	30-Jul-02	2851593	8-Jun-04	AOL Membership Services LLC
United States of America	N NETSCAPE & Design (2002)	Registered	76/436288	30-Jul-02	2821659	9-Mar-04	AOL Membership Services LLC
United States of America	NETSCAPE	Registered	76/017078	5-Apr-00	2490325	18-Sep-01	AOL Membership Services LLC
United States of America	NETSCAPE	Registered	76/017079	5-Apr-00	2487162	11-Sep-01	AOL Membership Services LLC
United States of America	NETSCAPE	Registered	74/574057	15-Sep-94	2027552	31-Dec-96	AOL Membership Services LLC
United States of America	AMERICA ONLINE	Registered	78541318	01/03/2005	3046146	01/17/2006	AOL Membership Services LLC
United States of America	AMERICA ONLINE	Registered	75329933	07/24/1997	2193568	10/06/1998	AOL Membership Services LLC
United States of America	AMERICA ONLINE	Registered	74013704	12/26/1989	1618148	10/16/1990	AOL Membership Services LLC