

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TWCC Holding, LLC		01/31/2024	Limited Liability Company: DELAWARE
The Weather Company, LLC		01/31/2024	Limited Liability Company: DELAWARE
Weather Services International, LLC (f/k/a WSI Corporation, a Massachusetts corporation)		01/31/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Midcap Financial Trust, as Collateral Agent		
Street Address:	7255 Woodmont Ave., Suite 300		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	1696588	THE WEATHER CHANNEL	
Registration Number:	3221111	THE WEATHER CHANNEL	
Registration Number:	4638624	THE WEATHER COMPANY	
Registration Number:	4729838	THE WEATHER COMPANY	
Registration Number:	2297683	THE WEATHER UNDERGROUND	
Registration Number:	1925906	TWC	
Registration Number:	2984732	WEATHER EXCHANGE	
Registration Number:	5839898	WEATHER MEANS BUSINESS	
Registration Number:	4044550	WEATHER UNDERGROUND	
Registration Number:	4943894	WEATHER UNDERGROUND	
Registration Number:	5120451	WEATHER UNDERGROUND	
Registration Number:	2699088	WEATHER.COM	
Registration Number:	4589307	WEATHERFX	
Registration Number:	4943893	WU	

CH \$715.00 1696588

Property Type	Number	Word Mark
Registration Number:	4943892	WU
Registration Number:	2324272	WUNDERGROUND.COM
Registration Number:	3527030	WUNDERMAP
Registration Number:	3601551	AVCHARTS
Registration Number:	3580461	LIVE:WIRE
Registration Number:	2989097	MAGICTRAK
Registration Number:	2779931	MYWEATHER
Registration Number:	1257087	PILOTBRIEF
Serial Number:	97888110	WEATHER UNDERGROUND
Registration Number:	3650765	TAPS
Registration Number:	3452706	WSI
Registration Number:	2867796	WSI INFLIGHT
Registration Number:	4484306	WSI°
Serial Number:	97888106	WU

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.

Phone: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, Suite 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1903350-0003-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	01/31/2024

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2024, by TWCC Holding, LLC, a Delaware limited liability company, The Weather Company, LLC, a Delaware limited liability company, and Weather Services International, LLC, a Delaware limited liability company (f/k/a WSI Corporation, a Massachusetts corporation) (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of Midcap Financial Trust, as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of January 31, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral (excluding any Excluded Assets) of such Grantor (the “Trademark Collateral”):

- (a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto; and
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, that granting a security interest in such Trademark application prior to such filing would impair the enforceability or validity, or result in the voiding, of such Trademark application (or any registration that may issue therefrom) under applicable federal Law.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. This Trademark Security Agreement shall terminate in accordance with, and subject to the terms and conditions set forth in, Section 6.11 of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall, at the expense of such

Grantor, execute, acknowledge, and deliver to the Grantors all documents, instruments, make all filings, and take all other actions reasonably requested by such Grantor in writing to evidence the release of the Lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.


SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature pages follow.]

GRANTOR:

TWCC HOLDING, LLC

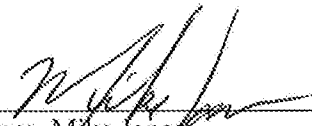
By: 
Name: Mike Jones
Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008334 FRAME: 0285

GRANTOR:

**WEATHER SERVICES
INTERNATIONAL, LLC**


By: 
Name: Mike Jones
Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008334 FRAME: 0286**

GRANTOR:

THE WEATHER COMPANY, LLC

By: 
Name: Mike Jones
Title: Chief Operating Officer

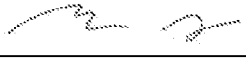
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008334 FRAME: 0287

MIDCAP FINANCIAL TRUST, as Collateral Agent

By: Apollo Capital Management, L.P., its investment manager

By: Apollo Capital Management GP, LLC, its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

**Schedule I
to Trademark Security Agreement**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Registered Trademarks

Mark	Country	App. No.	Reg. No.	Reg. Date	Owner
THE WEATHER CHANNEL	United States of America	74052759	1696588	23 Jun 1992	TWCC Holding, LLC
THE WEATHER CHANNEL (SQUARE LOGO)	United States of America	79347,920	7215440*	14 Nov 2023	TWCC Holding, LLC
THE WEATHER CHANNEL and Device	United States of America	76649922	3221111	27 Mar 2007	TWCC Holding, LLC
THE WEATHER CHANNEL CIRCULAR LOGO	United States of America	79275312	6661712*	08 Mar 2022	TWCC Holding, LLC
THE WEATHER COMPANY	United States of America	85756364	4638624	11 Nov 2014	The Weather Company, LLC
THE WEATHER COMPANY and Device	United States of America	85810130	4729838	05 May 2015	The Weather Company, LLC
THE WEATHER UNDERGROUND	United States of America	75494421	2297683	07 Dec 1999	The Weather Company, LLC
TWC	United States of America	74513649	1925906	10 Oct 1995	The Weather Company, LLC
WEATHER EXCHANGE	United States of America	76592328	2984732	16 Aug 2005	The Weather Company, LLC
WEATHER MEANS BUSINESS	United States of America	86591161	5839898	20 Aug 2019	The Weather Company, LLC
WEATHER UNDERGROUND	United States of America	85265069	4044550	25 Oct 2011	The Weather Company, LLC

Mark	Country	App. No.	Reg. No.	Reg. Date	Owner
WEATHER UNDERGROUND	United States of America	86254661	4943894	26 Apr 2016	The Weather Company, LLC
WEATHER UNDERGROUND	United States of America	86722419	5120451	10 Jan 2017	The Weather Company, LLC
WEATHER UNDERGROUND	United States of America	97888110	N/A	N/A	The Weather Company, LLC
WEATHER.COM	United States of America	75786708	2699088	25 Mar 2003	The Weather Company, LLC
WEATHERFX	United States of America	85735158	4589307	19 Aug 2014	The Weather Company, LLC
WU	United States of America	86254659	4943893	26 Apr 2016	The Weather Company, LLC
WU and Device	United States of America	86254655	4943892	26 Apr 2016	The Weather Company, LLC
WUNDERGROUND.COM	United States of America	75662098	2324272	29 Feb 2000	The Weather Company, LLC
WUNDERMAP	United States of America	77422541	3527030	04 Nov 2008	The Weather Company, LLC
AVCHARTS	United States of America	77507944	3601551	07 Apr 2009	Weather Services International, LLC
LIVE:WIRE	United States of America	77562273	3580461	24 Feb 2009	Weather Services International, LLC
MAGICTRAK	United States of America	78348770	2989097	30 Aug 2005	Weather Services International, LLC
MYWEATHER	United States of America	76091705	2779931	04 Nov 2003	Weather Services International, LLC
PILOTBRIEF	United States of America	73385089	1257087	08 Nov 1983	Weather Services International, LLC

Mark	Country	App. No.	Reg. No.	Reg. Date	Owner
TAPS	United States of America	77636949	3650765	07 Jul 2009	Weather Services International, LLC
WSI	United States of America	77280288	3452706	24 Jun 2008	Weather Services International, LLC
WSI INFLIGHT	United States of America	78150816	2867796	27 Jul 2004	Weather Services International, LLC
WSI°	United States of America	85961738	4484306	18 Feb 2014	Weather Services International, LLC

*Indicates Section 66(a) WIPO based registration

2. Trademark Applications

Mark	Country	App. No.	App. Date	Owner
THE WEATHER CHANNEL EN ESPAÑOL	United States of America	79369849*	03 Aug 2022	TWCC Holding, LLC
THE WEATHER ENGINE	United States of America	79380633*	27 Apr 2023	TWCC Holding, LLC
WEATHERVERSE	United States of America	79381515*	25 Apr 2023	TWCC Holding, LLC
WU LOGO	United States of America	97888106	14 Apr 2023	The Weather Company, LLC

*Indicates Section 66(a) WIPO based application.