

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI45843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WooCommerce, Inc.		02/21/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	Gateway Village- 900 Building, NC1-026-06-09 (MacLegal), 900 W Trade St.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	98370743	WOO	
Serial Number:	98040308	WOO EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	2138918886		
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Rhonda DeLeon		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049268-0486		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	Rhonda DeLeon		
DATE SIGNED:	02/22/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of February 21, 2024 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Bank of America, N.A., in its capacity as Administrative Agent (as defined below), pursuant to that certain Credit Agreement, dated as of May 20, 2022 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among AUTOMATTIC INC., a Delaware corporation (the “**Borrower**”), the several banks and other financial institutions or entities from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), BANK OF AMERICA, N.A. (“**BofA**”), as an Issuing Lender and the Swingline Lender, and BofA, as administrative agent and collateral agent for the Lenders (in such capacities, together with any successors and assigns in such capacities, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following to the extent constituting Collateral, and in each case excluding Excluded Assets (collectively, the “**Trademark Collateral**”):

- (a) all United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with all goodwill associated therewith; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the Discharge of Obligations.

SECTION 6. 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 counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

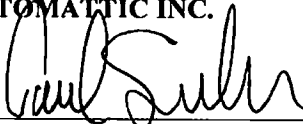
SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.13 and 10.14 of the Credit Agreement are incorporated herein *mutatis mutandis*.

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

AUTOMATIC INC.


By: 
Name: Paul Sieminski
Title: Assistant Secretary

WOOCOMMERCE, INC.

By: 
Name: Paul Sieminski
Title: Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Carolen L. Alfonso
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations: N/A

United States Trademark Applications:

Pledgor	Mark	Serial Number	Filing Date
Automattic Inc.	DAY ONE	98261065	Nov. 8, 2023
WooCommerce, Inc.	WOO	98370743	Jan. 23, 2024
WooCommerce, Inc.	WOO EXPRESS	98040308	Jun. 13, 2023
Automattic Inc.	WP CLOUD	98069431	Jul. 3, 2023