

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431679

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VaynerMedia, LLC		04/25/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BankUnited, N.A.		
<b>Street Address:</b>	445 Broadhollow Road		
<b>City:</b>	Melville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11747		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3834808	VAYNERMEDIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	516-357-33		
<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>			
<b>Email:</b>	michael.cannata@rivkin.com		
<b>Correspondent Name:</b>	Michael C. Cannata		
<b>Address Line 1:</b>	926 RXR Plaza		
<b>Address Line 2:</b>	Rivkin Radler LLP		
<b>Address Line 4:</b>	Uniondale, NEW YORK 11556		
<b>NAME OF SUBMITTER:</b>	Michael C. Cannata		
<b>SIGNATURE:</b>	/Michael C. Cannata/		
<b>DATE SIGNED:</b>	06/19/2017		
<b>Total Attachments: 4</b>			
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**GRANT OF SECURITY INTEREST (TRADEMARKS)**

The undersigned, **VAYNERMEDIA, LLC**, a New Jersey limited liability company (the "*Grantor*"), is obligated to **BANKUNITED, N.A.** (the "*Secured Party*") pursuant to that certain loan and security agreement dated as of April 25, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), by and among the Grantor, certain of Grantor's affiliates, and the Secured Party.

Pursuant to the Loan Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered or pending registration in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Loan Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Loan Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 14817 Oak Lane, Miami Lakes, Florida 33016.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 25th day of April, 2016.

VAYNERMEDIA, LLC

By: 

Name: Gary Vaynerchuk  
Title: CEO

*(Signature Page to Grant of Trademark Security Interest - VaynerMedia)*



**Schedule 1**  
to  
**Grant of Security Interest (Trademarks)**  
by VaynerMedia, LLC  
Dated as of April \_\_, 2016

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>
VAYNERMEDIA	77913959	3834808

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