

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553023

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Squarespace, Inc.		12/12/2019	Corporation: DELAWARE
Videolicious, Inc.		12/12/2019	Corporation: DELAWARE
Unfold Creative, LLC		12/12/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	4 Chase Metrotech Center
Internal Address:	MC NY1-C413
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3279804	SQUARESPACE
Registration Number:	5111825	SQUARESPACE
Registration Number:	3279805	
Registration Number:	4647470	SS
Registration Number:	4512854	NOTE
Registration Number:	4492764	LAYOUTENGINE
Registration Number:	4468053	PORTFOLIO
Registration Number:	5696753	
Registration Number:	5767408	UNFOLD
Registration Number:	5599618	VIDEOLICIOUS
Registration Number:	5208568	MAGIC MODE
Registration Number:	5136100	THE TALK MARKET
Registration Number:	3965606	VIDEOLICIOUS
Registration Number:	4632132	KVID
Registration Number:	4073381	VIDEOLICIOUS
Serial Number:	88438437	CARVE

TRADEMARK

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, ECarrera@cahill.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:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/12/2019

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of December 12, 2019 is made by Squarespace, Inc., a Delaware corporation, Videolicious, Inc., a Delaware corporation, and Unfold Creative, LLC, a Delaware limited liability company, (collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., as collateral agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of December 12, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Squarespace, Inc., a Delaware corporation, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent and Letter of Credit Issuer.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and Borrower have executed and delivered that certain Security Agreement, dated as of December 12, 2019 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrower and its Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors agree, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantors hereby grant a security interest in all of the Grantors’ right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantors’ “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SQUARESPACE, INC.,
as Grantor

By: 
Name: Nicole Anasenes
Title: Chief Financial Officer

VIDEOLICIOUS, INC.,
as Grantor

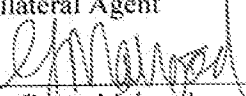
By: 
Name: Nicole Anasenes
Title: President

UNFOLD CREATIVE, LLC,
as Grantor

By: Squarespace, Inc., its sole member

By: 
Name: Nicole Anasenes
Title: Chief Financial Officer




JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Grace Mahood
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications:

Registrations:

Owner	Registration No.	Trademark
SQUARESPACE INC.	3,279,804	SQUARESPACE
SQUARESPACE INC.	5,111,825	SQUARESPACE
SQUARESPACE INC.	3,279,805	
SQUARESPACE INC.	4,647,470	
SQUARESPACE INC.	4,512,854	NOTE
SQUARESPACE INC.	4,492,764	LAYOUTENGINE
SQUARESPACE INC.	4,468,053	PORTFOLIO
UNFOLD CREATIVE, LLC	5,696,753	
UNFOLD CREATIVE, LLC	5,767,408	UNFOLD
VIDEOLICIOUS, INC.	5,599,618	VIDEOLICIOUS & Design
VIDEOLICIOUS, INC.	5,208,568	Magic Mode
VIDEOLICIOUS, INC.	5,136,100	The Talk Market
Videolicious, Inc.	3,965,606	VIDEOLICIOUS
Videolicious, Inc.	4,632,132	KVID
Videolicious, Inc.	4,073,381	VIDEOLICIOUS

Applications:

Owner	Application No.	Trademark
UNFOLD CREATIVE, LLC	88438437	CARVE