

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626051

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vimeo, Inc.		02/12/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	4 Chase Metrotech Center		
<b>Internal Address:</b>	Mail Code: NY1-C413		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11245-0001		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4554312	V	
<b>Registration Number:</b>	5119655	V	
<b>Registration Number:</b>	4978342	V	
<b>Registration Number:</b>	3625200	VIMEO	
<b>Registration Number:</b>	3625199	VIMEO	
<b>Registration Number:</b>	4112216	LIVESTREAM	
<b>Registration Number:</b>	4725511	LIVESTREAM BROADCASTER	
<b>Registration Number:</b>	4647534	LIVESTREAM STUDIO	
<b>Registration Number:</b>	4276781	MAGISTO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		

OP \$240.00 4554312

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	02/12/2021
<b>Total Attachments: 7</b> source=16. Vimeo, Inc. - Notice of Grant of Security Interest in Trademarks#page1.tif source=16. Vimeo, Inc. - Notice of Grant of Security Interest in Trademarks#page2.tif source=16. Vimeo, Inc. - Notice of Grant of Security Interest in Trademarks#page3.tif source=16. Vimeo, Inc. - Notice of Grant of Security Interest in Trademarks#page4.tif source=16. Vimeo, Inc. - Notice of Grant of Security Interest in Trademarks#page5.tif source=16. Vimeo, Inc. - Notice of Grant of Security Interest in Trademarks#page6.tif source=16. Vimeo, Inc. - Notice of Grant of Security Interest in Trademarks#page7.tif	

**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS , dated as of February 12, 2021 (this “**Agreement**”), made by VIMEO, Inc., a Delaware Corporation (the “**Pledgor**”), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Security Agreement dated as of February 12 , 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among VIMEO, INC., a Delaware corporation (the “**Borrower**”) and each Subsidiary Guarantor that becomes a party thereto after the date thereof and JPMORGAN CHASE BANK, N.A., 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 Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.1 of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of its Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge 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 Collateral, the “**IP 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 Excluded Collateral, including, without limitation, any “intent-to-use” trademark applications, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor’s right, title or interest therein or in any trademark issued as a result of such application under applicable federal law.

SECTION 3. **Security 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 Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Counterparts.** This Agreement 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 Agreement

by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

**SECTION 5. Governing Law. THIS AGREEMENT 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 AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Vimeo, Inc.

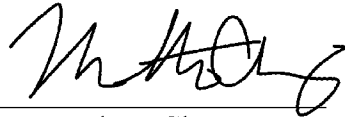
By: \_\_\_\_\_



Name: Jesus Tamez Navarro

Title: Treasurer

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

By:   
Name: Matthew Cheung  
Title: Vice President

Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Vimeo, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
V Stylized	4554312	6/24/2014
V Stylized	5119655	1/10/2017
V Stylized	4978342	6/14/2016
VIMEO Stylized	3625200	5/26/2009
VIMEO	3625199	5/26/2009
V Stylized	11990504	12/3/2014
VIMEO	3186879	5/26/2017
VIMEO	1232061	8/9/2011
VIMEO	1231583	8/5/2011
VIMEO	1231584	8/5/2011
VIMEO	945098	3/1/2012
VIMEO	955617	7/12/2012
VIMEO	1125696	9/11/2014
VIMEO	1416371	3/25/2011
VIMEO	TMA869155	1/16/2014
VIMEO	839229	10/3/2011
VIMEO	618908	8/25/2011
VIMEO	264388	3/9/2012
VIMEO	2122043	9/5/2016
VIMEO	301870146	2/6/2012
VIMEO	451980	1/23/2012
VIMEO	5443856	10/14/2011
VIMEO	2507342	6/8/2012
VIMEO	2507341	6/8/2012
VIMEO	2514882	7/20/2012
VHX	11311487	3/28/2013
VIMEO	830987819	7/22/2014
VIMEO	830987789	7/22/2014
VIMEO	830987797	7/22/2014
LIVESTREAM & Design	4112216	3/13/2012
LIVESTREAM BROADCASTER	4725511	4/21/2015
LIVESTREAM STUDIO	4647534	12/2/2014
MAGISTO	4276781	1/15/2013
MAGISTO	240087	4/3/2014
MAGISTO	263048	10/11/2015
MAGISTO	1204912	2/20/2014
MAGISTO	1204912	2/20/2014
MAGISTO	1204912	2/20/2014
MAGISTO	5618457	9/27/2013
CHANT	1446673	9/5/2018

CHANT	1446673	9/5/2018
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