

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VAYNERCOMMERCE, LLC		09/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 SOUTH DEERBORN, FLOOR L2		
Internal Address:	SUITE IL 1-1145		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60630-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4093347	INSPIRE ACTION	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	256674.000002		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	09/02/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of September 1, 2021, by and among VAYNERX, LLC, a Delaware limited liability company (the "Company"), VAYNERSTUDIOS, LLC, a Delaware limited liability company ("VaynerStudios"), VAYNERCOMMERCE, LLC, a Delaware limited liability company ("VaynerCommerce"), VAYNERMEDIA, LLC, a New Jersey limited liability company ("VaynerMedia"), VAYNERPRODUCTIONS, LLC, a New York limited liability company ("VaynerProductions"), WOW MEDIA PRODUCTS INC., a Delaware corporation ("Wow Media", and together with VaynerStudios, VaynerCommerce, VaynerMedia, VaynerProductions, collectively, the "Guarantors", and together with the Company, each a "Grantor" and, collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the Lenders party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

A. The Company, as a Borrower, the Guarantors, as Loan Guarantors, the other Loan Parties party thereto, the Administrative Agent, and the Lenders are entering into a Credit Agreement, dated of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. Each Grantor is entering into this Agreement and that certain Pledge and Security Agreement, dated of even date herewith (as amended, restated, amended and restated, replaced, extended, supplemented, or otherwise modified from time to time, the "Security Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement or, if not defined therein, in the Credit Agreement) in order to induce the Administrative Agent to enter into and extend credit to the Borrowers under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article X of the Credit Agreement.

C. Pursuant to the terms of the Security Agreement, each Grantor has granted or shall grant to Administrative Agent on behalf of and for the ratable benefit of the Secured Parties a security interest in, among other property, certain Copyrights, Trademarks and Patents to secure the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, each Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure the prompt and complete payment and performance of the Secured Obligations, each Grantor hereby grants and pledges to Administrative Agent on behalf of and for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under all Intellectual Property and IP Ancillary Rights (each as defined in the Security Agreement) of such Grantor (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Administrative Agent.

3. This security interest is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signature Page Follows]

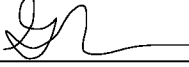
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantors:

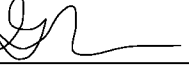
c/o VaynerX, LLC
10 Hudson Yards, 25th Floor
New York, New York
Attention: Marc Yudkin, Chief Operating
Officer and General Counsel
Email: marc.yudkin@vaynerx.com

GRANTORS:

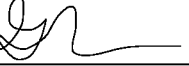
VAYNERX, LLC,
a Delaware limited liability company

By: 
Name: Gary Vaynerchuk
Title: Chief Executive Officer


VAYNERSTUDIOS, LLC,
a Delaware limited liability company

By: 
Name: Gary Vaynerchuk
Title: Chief Executive Officer


VAYNERCOMMERCE, LLC,
a Delaware limited liability company

By: 
Name: Gary Vaynerchuk
Title: Chief Executive Officer

VAYNERMEDIA, LLC,
a New Jersey limited liability company

By: 
Name: Gary Vaynerchuk
Title: Chief Executive Officer

VAYNERPRODUCTIONS, LLC,
a New York limited liability company

By: 
Name: Gary Vaynerchuk
Title: Chief Executive Officer

WOW MEDIA PRODUCTS INC.,
a Delaware limited liability company

By: _____
Name: Marc Yudkin
Title: Chief Operating Officer and General Counsel

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantors:

c/o VaynerX, LLC
10 Hudson Yards, 25th Floor
New York, New York
Attention: Marc Yudkin, Chief Operating
Officer and General Counsel
Email: marc.yudkin@vaynerx.com

GRANTORS:

VAYNERX, LLC,
a Delaware limited liability company

By: _____
Name: Gary Vaynerchuk
Title: Chief Executive Officer

VAYNERSTUDIOS, LLC,
a Delaware limited liability company

By: _____
Name: Gary Vaynerchuk
Title: Chief Executive Officer

VAYNERCOMMERCE, LLC,
a Delaware limited liability company

By: _____
Name: Gary Vaynerchuk
Title: Chief Executive Officer

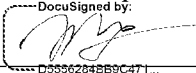
VAYNERMEDIA, LLC,
a New Jersey limited liability company

By: _____
Name: Gary Vaynerchuk
Title: Chief Executive Officer

VAYNERPRODUCTIONS, LLC,
a New York limited liability company

By: _____
Name: Gary Vaynerchuk
Title: Chief Executive Officer

WOW MEDIA PRODUCTS INC.,
a Delaware corporation

By:  _____
Name: Marc Yudkin
Title: Chief Operating Officer and General Counsel

[Signature Page to Intellectual Property Security Agreement]

Address of Administrative Agent:

JPMorgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2
Suite IL1-1145
Chicago, IL 60603-2300
Attention: Shared Mailbox
Fax No: (888) 303-9732

With a copy to:

JPMorgan Chase Bank, N.A.
237 Park Avenue – 6th Floor
Mail Code: NY1-R603
New York, NY 10017
Attention: Matthew Landry

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.


By: 
Name: Matthew Landry
Title: Authorized Officer

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>RECORD OWNER</u>
VaynerX	5504522	6/26/2018	VaynerX, LLC
VaynerX (stylized/design)	5504523	6/26/2018	VaynerX, LLC
PUREWOW	4074810	12/20/2011	Wow Media Products Inc.
VAYNERMEDIA	3834808	8/17/2010	VaynerMedia, LLC
INSPIRE ACTION	4093347	1/31/2012	VaynerCommerce, LLC
THE WEDGE	5063641	10/18/2016	VaynerStudios, LLC
GALLERY MEDIA GROUP	5783061	6/18/2019	VaynerStudios, LLC
ONE37PM	5852853	9/3/2019	VaynerStudios, LLC

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>RECORD OWNER</u>
CHUK	90249570	10/12/2020	VaynerX, LLC
VAYNERNFT	90822365	7/12/2021	VaynerX, LLC
VNFT	90822372	7/12/2021	VaynerX, LLC
ONE37PM	87949786	6/5/2018	VaynerStudios, LLC
EVA NOSIDAM	90869362	8/6/2021	VaynerProductions, LLC
EVA NOSIDAM PRODUCTIONS	90869378	8/6/2021	VaynerProductions, LLC

TRADEMARK LICENSES

None