

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649494

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|-----------------------------------|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Best Rate Holdings, LLC | | 05/25/2021 | Limited Liability Company: DELAWARE |
| Car Loan Pal Holdings, LLC | | 05/25/2021 | Limited Liability Company: DELAWARE |
| Digital Media Solutions, LLC | | 05/25/2021 | Limited Liability Company: DELAWARE |
| Schooldadvisor, LLC | | 05/25/2021 | Limited Liability Company: DELAWARE |
| UE Authority Co. | | 05/25/2021 | Corporation: CALIFORNIA |
| W4 Holding Company, LLC | | 05/25/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Truist Bank | | |
| Street Address: | 303 Peachtree Street, N.E., 25th Floor | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30308 | | |
| Entity Type: | Banking Corporation: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 31 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3831721 | CLASSESANDCAREERS.COM | |
| Registration Number: | 3869500 | CLASSESANDCAREERS.COM | |
| Registration Number: | 4913406 | PROTECT.COM | |
| Registration Number: | 4949824 | COLLEGEATLAS.ORG | |
| Registration Number: | 4950141 | DEGREECENTRAL.COM | |
| Registration Number: | 5056424 | DEGREESEARCH.ORG | |
| Registration Number: | 5160873 | SIMPLYJOBS | |
| Registration Number: | 5354991 | SPARKROOM | |
| Registration Number: | 5658075 | MORTGAGE ADVISOR | |
| Registration Number: | 5555345 | SPARKROOM | |
| Registration Number: | 5555347 | SPARKROOM | |

CH \$790.00 3831721

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------|
| Registration Number: | 5723425 | |
| Registration Number: | 5817084 | DIGITAL MEDIA SOLUTIONS |
| Registration Number: | 5817086 | D DIGITAL MEDIA SOLUTIONS |
| Registration Number: | 5695203 | D |
| Registration Number: | 5029770 | ZIPQUOTE |
| Registration Number: | 4854331 | |
| Registration Number: | 4835327 | UNDERGROUND ELEPHANT |
| Registration Number: | 4835328 | UNDERGROUND ELEPHANT |
| Registration Number: | 3742250 | W4 |
| Registration Number: | 5400054 | SHOUTABLE |
| Registration Number: | 4906898 | CAR LOAN PAL |
| Registration Number: | 3145419 | DEALTAKER |
| Serial Number: | 90544559 | DMS INSIGHTS |
| Serial Number: | 90526521 | MASTODON |
| Serial Number: | 90527356 | |
| Serial Number: | 90525692 | D DMS EXCHANGE |
| Serial Number: | 90522918 | D DMS EDUCATION |
| Serial Number: | 90522955 | DMS INSURANCE |
| Serial Number: | 90523052 | QUOTZA |
| Serial Number: | 90523576 | D DMS PERFORMANCE AD MARKET |

CORRESPONDENCE DATA

Fax Number:

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: 2128192511
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 1135397-0140-CM65 |
| NAME OF SUBMITTER: | Kate Andes |
| SIGNATURE: | /Kate Andes/ |
| DATE SIGNED: | 05/25/2021 |

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT, dated as of May 25, 2021 (this “Agreement”), is made by the entities listed on the signature pages hereto as Grantors (collectively, the “Grantors” and each, a “Grantor”) and Truist Bank, as collateral agent (in such capacity and together with its successors and permitted assigns in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of May 25, 2021 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among Digital Media Solutions Holdings, LLC, a Delaware limited liability company (“Holdings”), Digital Media Solutions, LLC, a Delaware limited liability company (the “Borrower”), the lenders and issuing banks from time to time party thereto and Truist Bank, as the administrative agent and as Collateral Agent, and (b) the Collateral Agreement, dated as of May 25, 2021 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing lien on and security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including the Trademarks listed on Schedule I attached hereto, the goodwill of the businesses with which the Trademarks are associated, and all Proceeds and products of the foregoing (the “Trademark Collateral”); provided, that notwithstanding the foregoing or anything to the contrary set forth in Schedule I attached hereto, the Security Interest shall not attach to, and the “Trademark Collateral” shall not include, any Excluded Assets.. This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Date of Full Satisfaction or other release of such Grantor pursuant to Section 9.14 of the Credit Agreement, the Security Interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in

recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement, and, at such Grantor's expense, all other documents that such Grantor shall reasonably request to evidence such termination or release so long as the Grantor shall have provided the Collateral Agent such certifications or documents as the Collateral Agent shall reasonably request in order to demonstrate compliance with Section 9.14 of the Credit Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in or related to this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary, the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereunder, including (but not limited to) the validity, interpretation, construction, breach, enforcement or termination hereof, and whether arising in contract or tort or otherwise, shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

**BEST RATE HOLDINGS, LLC,
CAR LOAN PAL HOLDINGS, LLC,
DIGITAL MEDIA SOLUTIONS, LLC,
SCHOOLADVISOR, LLC,
UE AUTHORITY, CO.,
W4 HOLDING COMPANY, LLC,**
each as a Grantor

By *Vasundara Srenivas*
Name: Vasundara Srenivas
Title: Chief Financial Officer

DEALTAKER, LLC,

as a Grantor

By *Vasundara Srenivas*

Name: Vasundara Srenivas

Title: Chief Financial Officer

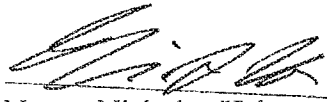
SPARKROOM HOLDINGS, LLC,
as a Grantor

By



.....
Name: Anthony Saldana
Title: Secretary

TRUIST BANK, as Collateral Agent


By 
Name: Nicholas Hahn
Title: Managing Director

Schedule I


U.S. Trademarks

Registrations:

| Registered Owner | Trademark | App. No. | App. Date | Reg. No. | Reg. Date |
|------------------------------|-----------------------------|----------|-----------|----------|------------|
| Schooladvisor, LLC | CLASSESANDCAREERS.COM | 77909427 | 1/11/2010 | 3831721 | 8/10/2010 |
| Schooladvisor, LLC | CLASSESANDCAREERS.COM | 77909433 | 1/11/2010 | 3869500 | 11/2/2010 |
| Schooladvisor, LLC | PROTECT.COM | 86713404 | 8/3/2015 | 4913406 | 3/8/2016 |
| Schooladvisor, LLC | COLLEGEATLAS.ORG | 86711456 | 7/31/2015 | 4949824 | 5/3/2016 |
| Schooladvisor, LLC | DEGREECENTRAL.COM | 86715588 | 8/5/2015 | 4950141 | 5/3/2016 |
| Schooladvisor, LLC | DEGREESEARCH.ORG | 86716741 | 8/6/2015 | 5056424 | 10/4/2016 |
| Schooladvisor, LLC | SIMPLYJOBS | 87130325 | 8/8/2016 | 5160873 | 3/14/2017 |
| Sparkroom Holdings, LLC | SPARKROOM | 87452832 | 5/17/2017 | 5354991 | 12/12/2017 |
| Best Rate Holdings, LLC | MORTGAGE ADVISOR | 87441847 | 5/9/2017 | 5658075 | 1/15/2019 |
| Sparkroom Holdings, LLC | SPARKROOM (Horizontal Logo) | 87778592 | 1/31/2018 | 5555345 | 9/4/2018 |
| Sparkroom Holdings, LLC | SPARKROOM (Vertical Logo) | 87778619 | 1/31/2018 | 5555347 | 9/4/2018 |
| Sparkroom Holdings, LLC | SPARKROOM (Hexagon Logo) | 87778640 | 1/31/2018 | 5723425 | 4/9/2019 |
| Digital Media Solutions, LLC | DIGITAL MEDIA SOLUTIONS | 87915270 | 5/10/2018 | 5817084 | 7/30/2019 |

| Registered Owner | Trademark | App. No. | App. Date | Reg. No. | Reg. Date |
|------------------------------|--|----------|------------|----------|------------|
| Digital Media Solutions, LLC | DIGITAL MEDIA SOLUTIONS (Combined Logo & Word) | 87915319 | 5/10/2018 | 5817086 | 7/30/2019 |
| Digital Media Solutions, LLC | D Logo | 87920489 | 5/14/2018 | 5695203 | 3/12/2019 |
| UE Authority, Co. | ZIPQUOTE | 86658791 | 6/11/2015 | 5029770 | 8/30/2016 |
| UE Authority, Co. |  (Design only) | 86528301 | 2/9/2015 | 4854331 | 11/17/2015 |
| UE Authority, Co. | UNDERGROUND ELEPHANT | 86528297 | 2/9/2015 | 4835327 | 10/20/2015 |
| UE Authority, Co. | UNDERGROUND ELEPHANT (Design phrase) | 86528299 | 2/9/2015 | 4835328 | 10/20/2015 |
| W4 Holding Company LLC | W4 Logo | 77765602 | 6/22/2009 | 3742250 | 1/26/2010 |
| W4 Holding Company LLC | SHOUTABLE | 87450188 | 5/15/2017 | 5400054 | 2/13/2018 |
| Car Loan Pal Holdings, LLC | CAR LOAN PAL | 85920373 | 4/22/2013 | 4906898 | 3/1/2016 |
| Dealtaker, LLC | DealTaker | 78739728 | 10/25/2005 | 3145419 | 9/19/2006 |

Applications:

| Registered Owner | Trademark | App. No. | App. Date |
|------------------------------|--|----------|-----------|
| Digital Media Solutions, LLC | DMS INSIGHTS (Design phrase) | 90544559 | 2/24/2021 |
| Digital Media Solutions, LLC | MASTODON | 90526521 | 2/12/2021 |
| Digital Media Solutions, LLC |  (Design only) | 90527356 | 2/12/2021 |
| Digital Media Solutions, LLC | DMS EXCHANGE (Design phrase) | 90525692 | 2/11/2021 |
| Digital Media Solutions, LLC | DMS EDUCATION (Design phrase) | 90522918 | 2/10/2021 |
| Digital Media Solutions, LLC | DMS INSURANCE | 90522955 | 2/10/2021 |
| Digital Media Solutions, LLC | QUOTZA | 90523052 | 2/10/2021 |
| Digital Media Solutions, LLC | DMS PERFORMANCE AD MARKET (Design phrase) | 90523576 | 2/10/2021 |