

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Grind Media, LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other: LLC

Citizenship (see guidelines) Delaware

Execution Date(s) October 29, 2010

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ No

Name: Wells Fargo Capital Finance, LLC, as Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: 1100 Abernathy Road, Suite 1600

City: Atlanta

State: GA

Country: USA

Zip: 30328

☐ Association Citizenship \_\_\_\_\_

☐ General Partnership Citizenship \_\_\_\_\_

☐ Limited Partnership Citizenship \_\_\_\_\_

☐ Corporation Citizenship \_\_\_\_\_

☒ Other LLC

☒ Citizenship DE

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215-

☒ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

9. Signature:

Mercedes Farinas  
Signature

Mercedes Farinas  
Name of Person Signing

11/4/10  
Date

Total number of pages including cover sheet, attachments, and document. 7

Documents to be recorded (including cover sheet) should be faxed to (703) 308-8995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE 1**

<b><u>TRADEMARK</u></b>	<b><u>REG. DATE</u></b>	<b><u>REG. NO.</u></b>	<b><u>USPTO SERIAL NO.</u></b>	<b><u>RECORD OWNER</u></b>	<b><u>STATUS</u></b>
Stupidvideos	8/16/2005	2984918	78218643	Grind Media, LLC	Registered
GrindTV	7/10/2007	3262849	78716977	Grind Media, LLC	Registered
SKATEBOARD.COM (supplemental)	12/25/2001	2523652	76040708	Grind Media, LLC	Registered on supplemental registry
SURFSPOT	6/9/2009	3633741	77353875	Grind Media, LLC	Registered
NEWSCHOOLERS	8/5/2008	3479943	77354095	Grind Media, LLC	Registered
SPORTNET	2/17/2009	3574811	77354816	Grind Media, LLC	Registered
SWELLWATCH	11/4/2008	3528894	77365556	Grind Media, LLC	Registered
WETSAND	12/23/2008	3550280	78905422	Grind Media, LLC	Registered

[Execution]

## REVOLVING CREDIT FACILITY TRADEMARK SECURITY AGREEMENT

**THIS REVOLVING CREDIT FACILITY TRADEMARK SECURITY AGREEMENT** (the "**Trademark Security Agreement**"), dated as of October 29, 2010, by GRIND MEDIA, LLC ("**Grantor**"), in favor of WELLS FARGO CAPITAL FINANCE, LLC, formerly known as Wells Fargo Foothill, LLC, as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity as collateral agent, the "**Collateral Agent**").

### Witnesseth:

**WHEREAS**, pursuant to that certain Revolving Credit Agreement, dated as of June 19, 2009 (as it may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Borrower, certain Subsidiaries of the Borrower, as Guarantors, the lenders party thereto from time to time (the "**Lenders**"), Wells Fargo Capital Finance, LLC, formerly known as Wells Fargo Foothill, LLC, as Collateral Agent and as administrative agent, and certain other parties thereto, the Lenders have agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, pursuant to that certain Revolving Credit Facility Pledge and Security Agreement, dated as of June 19, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), by and among the Borrower, Grantor and certain other Subsidiaries of the Borrower as grantors thereunder, and the Collateral Agent, Grantor is required to execute and deliver this Trademark Security Agreement; and

**WHEREAS**, subject to the terms and conditions of the Credit Agreement, certain Grantors or other grantors party to the Pledge and Security Agreement may enter into one or more Related Obligation Documents with one or more Approved Counterparties; and

**WHEREAS**, in consideration of the extensions of credit and other accommodations of the Lenders as set forth in the Credit Agreement, Grantor has agreed to secure its obligations under the Credit Documents and the Related Obligation Documents as set forth in the Pledge and Security Agreement and this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants contained herein and in the Pledge and Security Agreement, Grantor hereby agrees with the Collateral Agent as follows:

1. Pledge and Security Agreement Definitions.

Unless otherwise defined herein, capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

2. Grant of Security in Trademarks.

Grantor hereby grants to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a Lien on and security interest in all of Grantor's right, title and interest in, to and under all of the following personal property of Grantor, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, internet domain names, and other source or business identifiers, and, in each case, all goodwill associated therewith, (ii) all registrations, applications for registration, renewals, and recordings thereof and the right to obtain the same, in each case whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including each application and registration referred to in Schedule 1 attached hereto, and (iii) all common-law rights related thereto; and
- (b) all rights to sue at law or in equity for any infringement, misappropriation, or other violation or impairment thereof and the right to receive all Proceeds (including, licenses, royalties, income, payments, claims, damage awards and proceeds of suit) therefrom.

3. Pledge and Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts.

This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed signature page of this Trademark Security Agreement by

facsimile transmission, electronic mail or by posting on the Platform shall be effective as delivery of a manually executed counterpart hereof.

5. Governing Law.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

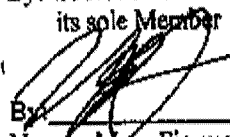
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the date first written above.

GRIND MEDIA, LLC,  
as Grantor

By: Source Interlink Media, LLC,  
its sole Member

By: Source Interlink Companies, Inc.,  
its sole Member

By:   
Name: Marc Fierman  
Title: CFO and Assistant Secretary

ACCEPTED AND AGREED  
as of the date first above written:

WELLS FARGO CAPITAL FINANCE, LLC  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

Trademark Security Agreement - ABL

TRADEMARK  
REEL: 004400 FRAME: 0030

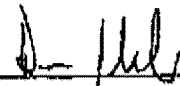
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the date first written above.

GRIND MEDIA, LLC,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

WELLS FARGO CAPITAL FINANCE, LLC  
as Collateral Agent

By:   
Name: Dennis J. Reenan  
Title: V.P.

Trademark Security Agreement - ABL