

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STYLECASTER MEDIA GROUP, LLC		03/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	SQUARE 1 BANK
Street Address:	406 BLACKWELL STREET, SUITE 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3992569	SC
Registration Number:	3681423	STYLECASTER
Registration Number:	3986667	MASTHEAD
Registration Number:	3734636	STYLECASTER

CORRESPONDENCE DATA	
Fax Number:	(919)354-1278
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	919-314-3086
Email:	loandocsdept@square1bank.com
Correspondent Name:	Square 1 Bank
Address Line 1:	406 Blackwell Street
Address Line 2:	Suite 240
Address Line 4:	Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
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CH \$115.00 3992569

Signature:	/leeconner-vlp/
Date:	04/02/2012
Total Attachments: 6 source=StyleCaster Media Group LLC - Intellectual Property Security Agreement 3-1-2012#page1.tif source=StyleCaster Media Group LLC - Intellectual Property Security Agreement 3-1-2012#page2.tif source=StyleCaster Media Group LLC - Intellectual Property Security Agreement 3-1-2012#page3.tif source=StyleCaster Media Group LLC - Intellectual Property Security Agreement 3-1-2012#page4.tif source=StyleCaster Media Group LLC - Intellectual Property Security Agreement 3-1-2012#page5.tif source=StyleCaster Media Group LLC - Intellectual Property Security Agreement 3-1-2012#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of March 1, 2012 by and between **SQUARE 1 BANK** ("**Bank**") and **STYLECASTER MEDIA GROUP LLC**, a Delaware limited liability company ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

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

GRANTOR:

Address of Grantor:

49 West 27th Street, Studio A
New York, NY 10001

STYLECASTER MEDIA GROUP LLC

By: 

Name: ARLS. GOLD BERG


Title: CEO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

By: 

Name: Zachary

Title: AVP

SQUARE 1 BANK



EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
StyleCaster 360-Degree Daily Outfits.	PA0001635299	07/10/2009

square 1 bank

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Systems and Methods for Generating Compact Multiangle Video	12/841,541	07/22/2010

square 1 bank

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SC	3992569 Reg. No.	07/12/2011
STYLECASTER	3681423 Reg. No.	09/08/2009
MASTHEAD	3986667 Reg. No.	06/28/2011
STYLECASTER	3734636 Reg. No.	01/05/2010

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