

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERM B FACILITY TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GRIND MEDIA, LLC		10/29/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CITICORP NORTH AMERICA, INC.
Street Address:	TWO PENNS WAY
City:	NEW CASTLE
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2984918	STUPIDVIDEOS
Registration Number:	3262849	GRINDTV
Registration Number:	2523652	SKATEBOARD.COM
Registration Number:	3633741	SURFSPOT
Registration Number:	3479943	NEWSCHOOLERS
Registration Number:	3574811	SPORTNET
Registration Number:	3528894	SWELLWATCH
Registration Number:	3550280	WETSAND

CORRESPONDENCE DATA

Fax Number: 6508385109
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-838-3743
 Email: jlik@shearman.com

CH \$215.00 2984918

Correspondent Name: Alykhan Kurji
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	32/3
NAME OF SUBMITTER:	ALYKHAN KURJI
Signature:	/ALYKHAN KURJI/
Date:	07/17/2013

Total Attachments: 5

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TERM B FACILITY TRADEMARK SECURITY AGREEMENT

THIS TERM B FACILITY TRADEMARK SECURITY AGREEMENT (the “**Trademark Security Agreement**”), dated as of October 29, 2010, by GRIND MEDIA, LLC (“**Grantor**”), in favor of CITICORP NORTH AMERICA, INC., as Term B Collateral Agent for the Second Lien Term 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 Term Loan 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**”), Citicorp North America, Inc., as Term A Collateral Agent, as Term B 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 Term B 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, certain other Subsidiaries of the Borrower as grantors thereunder, and the Collateral Agent, the parties entered into a Term B Trademark Security Agreement filed at Reel 4012 / Frame 0001; and

WHEREAS, the stock of Grantor was acquired by Borrower under a certain Unit Purchase Agreement on October 1, 2010 and pursuant to Section 4.7(b)(vii) of the Pledge and Security Agreement, Grantor is required to execute and deliver 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:

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.

1. Grant of Security in Trademarks.

Grantor hereby grants to the Collateral Agent, on behalf of and for the ratable benefit of the Second Lien Term 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.

2. 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.

3. 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.

4. 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.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TERM B FACILITY TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005072 FRAME: 0806

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.
as Collateral Agent

By: 
Name: William Washburn
Title: Director

TERM B FACILITY TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005072 FRAME: 0807

SCHEDULE 1

<u>TRADEMARK</u>	<u>REG. DATE</u>	<u>REG. NO.</u>	<u>USPTO SERIAL NO.</u>	<u>RECORD OWNER</u>	<u>STATUS</u>
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