

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPINMEDIA GROUP, INC.		01/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	38 TECHNOLOGY DRIVE
Internal Address:	SUITE 150
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92618
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Serial Number:	85243014	ABSOLUTE PUNK
Serial Number:	86164396	ABSOLUTE PUNK
Registration Number:	4027826	BRANDED SOCIAL PROGRAMMING
Registration Number:	3388374	BUZZNET
Registration Number:	3388375	BUZZNET
Registration Number:	3637282	EGOTASTIC
Registration Number:	4116591	EGOTASTIC
Registration Number:	3528811	FRISKY
Registration Number:	3528812	FRISKY
Registration Number:	4022787	
Registration Number:	3552550	IT HAPPENED LAST NIGHT
Registration Number:	3274291	MVIBE
Registration Number:	4025086	POP CULTURE AMPLIFIED

OP \$940.00 85243014

Registration Number:	3217405	PUREVOLUME
Registration Number:	4022789	SL SOCIALITE LIFE
Registration Number:	4022788	SOCIALITE LIFE
Serial Number:	85726310	SPIN
Registration Number:	1351650	SPIN
Registration Number:	1961393	SPIN
Registration Number:	3267760	SPINSIDER
Registration Number:	3376848	STEREOGUM
Registration Number:	3376846	STEREOGUM.COM
Registration Number:	3376847	STEREOGUM.COM
Registration Number:	3744600	THE SUPERFICIAL
Registration Number:	3744601	THE SUPERFICIAL
Registration Number:	1800105	VIBE
Registration Number:	3745439	VIBE
Registration Number:	2303664	VIBE
Registration Number:	2144655	VIBE
Serial Number:	85855304	VIBE NATURAL CURL THERAPY
Registration Number:	1819799	VIBE RECORDS
Serial Number:	85873740	VIBE VIXEN
Serial Number:	85874643	VIBE VIXEN
Registration Number:	3663561	VSESSIONS
Registration Number:	3834113	WHAT WOULD TYLER DURDEN DO?
Registration Number:	3834112	WWTDD
Serial Number:	86084542	XLR8R

**CORRESPONDENCE DATA**

Fax Number: 8004947512  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 202-370-4761  
Email: ipteam@nationalcorp.com  
Correspondent Name: Thomas Fahey  
Address Line 1: 1025 Vermont Ave NW, Suite 1130  
Address Line 2: National Corporate Research, Ltd.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

F148311

NAME OF SUBMITTER:

ANDREW NASH

**TRADEMARK**

**REEL: 005207 FRAME: 0350**

/Andrew Nash/

Date:

02/03/2014

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of January 31, 2014 by and between **SILICON VALLEY BANK**, a California corporation, (“**Bank**”) and **SPINMEDIA GROUP, INC.**, a Delaware corporation whose address is 6464 Sunset Blvd., 6th Floor, Hollywood, CA 90028 (“**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 as 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**"); provided that the foregoing shall not include any United States "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law;

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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.

Address of Grantor:

6464 Sunset Blvd., 6<sup>th</sup> Floor  
Los Angeles, CA 90028

Attn: Scott Southron  
Title: Chief Financial Officer

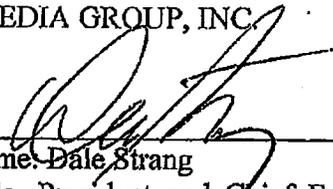
Address of Bank:

38 Technology Drive, Suite 150  
Irvine, California 92618

Attn: Marla Johnson

GRANTOR:

SPINMEDIA GROUP, INC.

By: 

Name: Dale Strang

Title: President and Chief Executive  
Officer

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Name:

Title:

TRADEMARK

REEL: 005207 FRAME: 0355

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.

Address of Grantor:

6464 Sunset Blvd., 6th Floor  
Los Angeles, CA 90028

Attn: Scott Southron  
Title: Chief Financial Officer

GRANTOR:

SPINMEDIA GROUP, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

38 Technology Drive, Suite 150  
Irvine, California 92618

Attn: Marla Johnson

BANK:

SILICON VALLEY BANK

By: Marla Johnson

Title: Managing Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

	Description	Registration/ Application Number	Registration/ Application Date
*	ABSOLUTE PUNK	85243014	2/15/2011
*	ABSOLUTE PUNK	86164396	1/13/2014
	ALTER THE PRESS	N/A	N/A
*	BRANDED SOCIAL PROGRAMMING	4027826	9/20/2011
	BUZZ MEDIA	008217143	8/7/2012
	BUZZ NET	008501116	3/26/2013
*	BUZZ NET	3388374	2/26/2008
*	BUZZ NET (and design)	3388375	2/26/2008
	BUZZ NET (and Lightning Bolt design)	N/A	N/A
	BUZZ NET.CO.KR (Domain Name)	N/A	N/A
	BUZZ NET.KR (Domain Name)	N/A	N/A
	CELEBUZZ	008508947	1/31/2010
	CELEBUZZ	3724829	12/15/2009
	CELEBUZZ (and design)	3721335	12/8/2009
	EGOTASTIC	TMA718774	7/17/2008
*	EGOTASTIC	3637282	6/16/2009
*	EGOTASTIC	4116591	3/27/2012
*	FRISKY	3528811	11/4/2008
*	FRISKY	3528812	11/4/2008
*	HEART Logo	4022787	9/6/2011
*	IT HAPPENED LAST NIGHT	3552550	12/30/2008
*	MVIBE	3274291	8/7/2007
*	POP CULTURE AMPLIFIED	4025086	9/13/2011
	PUNK NEWS	N/A	N/A
	PURE VOLUME	N/A	N/A
*	PURE VOLUME	3217405	3/13/2007
	PURE VOLUME.COM	TMA705691	1/25/2008
*	SL SOCIALITE LIFE (and design)	4022789	9/6/2011
*	SOCIALITE LIFE	4022788	9/6/2011
	SOUNDS OF BUZZ	N/A	N/A
	SPIN	652817	6/24/1998

**TRADEMARK**

**REEL: 005207 FRAME: 0359**

	Description	Registration/ Application Number	Registration/ Application Date
	SPIN	652750	7/28/1998
	SPIN	TMA409294	3/12/1993
	SPIN	1615267	2/22/2013
	SPIN	011507671	1/22/2013
	SPIN	39506195	10/13/1995
	SPIN	1363474	8/29/1995
*	SPIN	85726310	9/11/2012
*	SPIN	1351650	7/30/1985
*	SPIN	1961393	3/12/1996
	SPIN (and design)	000217927	2/2/1999
	SPINMAGAZINE.COM.AU (Domain Name)	N/A	N/A
*	SPINSIDER	3267760	7/24/2007
*	STEREOGUM	3376848	2/5/2008
*	STEREOGUM.COM	3376846	2/5/2008
*	STEREOGUM.COM (and design)	3376847	2/5/2008
*	THE SUPERFICIAL	3744600	2/2/2010
*	THE SUPERFICIAL (and design)	3744601	2/2/2010
	UNDER THE GUN	N/A	N/A
	VIBE	TMA526485	4/10/2000
	VIBE	1357303	6/26/2007
	VIBE	TMA793016	3/16/2011
	VIBE	000086009	1/25/1999
	VIBE	003754769	11/16/2006
	VIBE	2360961	8/28/2009
*	VIBE	1800105	10/19/1993
*	VIBE	3745439	2/2/2010
*	VIBE	2303664	12/28/1999
	VIBE (stylized)	1284250	12/22/2005
*	VIBE (stylized)	2144655	3/17/1998
*	VIBE NATURAL CURL THERAPY	85855304	2/20/2013
*	VIBE RECORDS (and design)	1819799	2/8/1994
*	VIBE VIXEN	85873740	3/12/2013
*	VIBE VIXEN (stylized) (in color)	85874643	3/13/2013
*	VSESSIONS	3663561	8/4/2009
*	WHAT WOULD TYLER DURDEN DO?	3834113	8/4/2009
*	WWTDD	3834112	8/17/2010
*	XLR8R	86084542	10/7/2013

EXHIBIT D

Mask Works

None.