

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309338

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Graves Ventures, LLC		07/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRIGHTWOOD LOAN SERVICES LLC		
<b>Street Address:</b>	1540 Broadway, 23rd floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3227390	BLACK ENTERPRISE WOMEN OF POWER SUMMIT	
<b>Registration Number:</b>	3227389	BLACK ENTERPRISE WOMEN OF POWER SUMMIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026638007		
<i>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.</i>			
<b>Phone:</b>	2026638000		
<b>Email:</b>	dctm@pillsburylaw.com		
<b>Correspondent Name:</b>	Patrick J. Jennings		
<b>Address Line 1:</b>	2300 N Street, N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20037		
<b>ATTORNEY DOCKET NUMBER:</b>	035575-0000016		
<b>NAME OF SUBMITTER:</b>	Patrick J. Jennings		
<b>SIGNATURE:</b>	/Pat Jennings/		
<b>DATE SIGNED:</b>	07/01/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of July 1, 2014 (the “Effective Date”) between the signatory hereto (the “Grantor”) in favor of BRIGHTWOOD LOAN SERVICES LLC, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Security Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired (collectively, the “Intellectual Property Collateral”):

All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on **Schedule 1** hereto, all goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively, the “Trademarks”).

**Section 2. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. 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 of 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.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

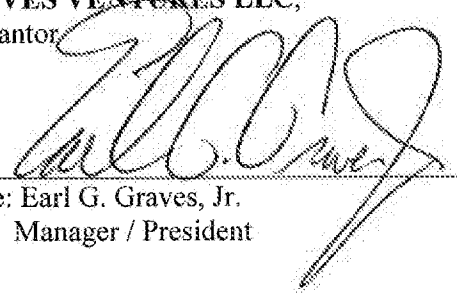
and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

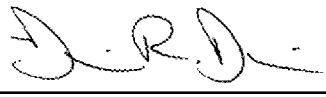
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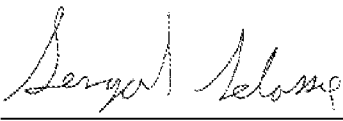
**IN WITNESS WHEREOF**, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**GRAVES VENTURES LLC,**  
as Grantor,

By:   
Name: Earl G. Graves, Jr.  
Title: Manager / President

**BRIGHTWOOD LOAN SERVICES LLC, as**  
Collateral Agent

By:   
Name: Damien Dwin  
Title: Authorized Person

By:   
Name: Sengal Selassie  
Title: Authorized Person

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Trademark Registrations:

BLACK ENTERPRISE WOMEN OF POWER SUMMIT – Registration No. 3,227,390

BLACK ENTERPRISE WOMEN OF POWER SUMMIT and Design – Registration  
3,227,389

Trademark Licenses:

Trademark License from Earl G. Graves Publishing Co., Inc. and Earl G. Graves, Ltd.  
granting exclusive royalty-free license to use BLACK ENTERPRISE for event services pursuant  
to Trademark Agreement dated June 26, 2014.