

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Latina Media Ventures LLC		01/20/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Gordon A. Paris		
Street Address:	One Battery Park Plaza		
Internal Address:	Hughes Hubbard & Reed LLP		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004-1482		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	77518895	CULTURA	
Serial Number:	77518902	CULTURA	
Serial Number:	76464453	DOLORES DICE	
Serial Number:	85330470	GOOD LIVING BY LATINA	
Serial Number:	77518727	LATINA	
Serial Number:	76353563	LATINA	
Serial Number:	75780726	LATINA	
Serial Number:	75199639	LATINA	
Serial Number:	76478731	LATINA MEDIA VENTURES	
Serial Number:	77518871	PUNTO	
Serial Number:	76464613	PUNTO	
Serial Number:	85619863	THE LATIN KITCHEN	
Serial Number:	77518740	THE SHOPS AT LATINA	
CORRESPONDENCE DATA			
Fax Number:	2122996051		
<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>			

OP \$340.00 77518895

Phone: 212-837-6847
Email: trademarks@hugheshubbard.com
Correspondent Name: Natasha N. Reed
Address Line 1: One Battery Park Plaza
Address Line 2: Hughes Hubbard & Reed LLP
Address Line 4: New York, NEW YORK 10004-1482

ATTORNEY DOCKET NUMBER: 32420-00001

NAME OF SUBMITTER: Natasha N. Reed

SIGNATURE: /Natasha N. Reed/

DATE SIGNED: 02/23/2015

Total Attachments: 5

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 20, 2015, is entered into by LATINA MEDIA VENTURES LLC, a New York limited liability company (the "Borrower"), and GORDON A. PARIS, as lender (the "Lender") under that certain Senior Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Loan Agreement), by and between the Borrower and the Lender.

WHEREAS, pursuant to the Loan Agreement, (i) the Lender has agreed to make a loan to the Borrower upon the terms and subject to the conditions set forth therein and (ii) as security for the repayment of such loan and the performance of the Borrower's other Obligations, the Borrower has granted to the Lender a security interest in, among other things, certain Intellectual Property, including those Trademarks set forth on Schedule 1; and

WHEREAS, pursuant to Section 3.1(b) of the Loan Agreement, the Borrower is required, among other things, to execute and deliver this Agreement in order to evidence and perfect the Lender's security interest in the Trademarks constituting Collateral.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the receipt of which is hereby acknowledged, the Borrower and the Lender hereby agree as follows:

1. Grant of Security Interest for Obligations. The Borrower hereby grants to the Lender, to secure the payment in full of the Obligations, a continuing first priority security interest in all of the Borrower's right, title and interest in, to and under the Trademarks constituting Collateral (including, without limitation, those items listed on Schedule 1 hereto and all goodwill related thereto) (collectively, the "Trademark Collateral").

2. Purpose. This Agreement has been executed and delivered by the parties for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in conjunction with the Loan Agreement and is expressly subject to the terms and conditions thereof. The parties hereby acknowledge and affirm that their respective rights and obligations with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Loan Agreement, the terms and provisions of the Loan Agreement shall control.

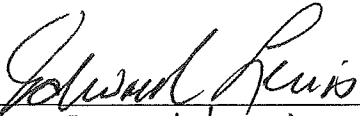
3. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

4. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as if the day and year first above written.

LATINA MEDIA VENTURES LLC

By: 
Name: Edward Lewis
Title: Chairman

GORDON A. PARIS

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005464 FRAME: 0702**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as if the day and year first above written.

LATINA MEDIA VENTURES LLC

By: _____

Name:

Title:



GORDON A. PARIS

Schedule 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	App Date	App. No.	Reg. No.	Reg Date	Status	Class	Owner
CULTURA	United States	10-Jul-2008	77/518,895	3,633,412	02-Jun-2009	Registered (Supp Reg)	16	LATINA MEDIA VENTURES
CULTURA & Design <i>CULTURA</i>	United States	10-Jul-2008	77/518,902	3,633,413	02-Jun-2009	Registered (Supp Reg)	16	LATINA MEDIA VENTURES
DOLORES DICE	United States	29-Oct-2002	76/464,453	2,836,022	27-Apr-2004	Registered	16	LATINA MEDIA VENTURES LLC
GOOD LIVING BY LATINA	United States	25-May-2011	85/330,470			Pending	32	LATINA MEDIA VENTURES LLC
LATINA & Design <i>LATINA</i>	United States	10-Jul-2008	77/518,727	3,668,432	18-Aug-2009	Registered	16	LATINA MEDIA VENTURES
LATINA	United States	28-Dec-2001	76/353,563	2,839,474	11-May-2004	Registered	16	LATINA MEDIA VENTURES LLC
LATINA	United States	23-Aug-1999	75/780,726	2,521,637	25-Dec-2001	Registered	25	LATINA MEDIA VENTURES, LLC
LATINA	United States	18-Nov-1996	75/199,639	2,183,107	18-Aug-1998	Registered (Supp Reg)	16	LATINA MEDIA VENTURES LLC
LATINA MEDIA VENTURES	United States	23-Dec-2002	76/478,731	2,920,354	25-Jan-2005	Registered	41	LATINA MEDIA VENTURES LLC
PUNTO	United States	10-Jul-2008	77/518,871	3,665,826	11-Aug-2009	Registered	16	LATINA MEDIA VENTURES LLC
PUNTO	United States	29-Oct-2002	76/464,613	2,811,926	03-Feb-2004	Registered (Supp Reg)	16	LATINA MEDIA VENTURES LLC
THE LATIN KITCHEN	United States	08-May-2012	85/619,863			Pending	41 43 45	LATINA MEDIA VENTURES LLC
THE SHOPS AT LATINA & Design <i>SHOPS LATINA</i>	United States	10-Jul-2008	77/518,740	3,668,433	18-Aug-2009	Registered	35	LATINA MEDIA VENTURES

TRADEMARK