

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpinMedia Group, Inc.		03/13/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	55 ALMADEN BLVD., SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	86164396	ABSOLUTE PUNK	
Registration Number:	3528812	FRISKY	
Registration Number:	3528811	FRISKY	
Registration Number:	3388374	BUZZNET	
Registration Number:	3388375	BUZZNET	
Registration Number:	3724829	CELEBUZZ	
Registration Number:	3721335	CELEBUZZ	
Registration Number:	3637282	EGOTASTIC	
Registration Number:	4116591	EGOTASTIC	
Registration Number:	4022787		
Registration Number:	3552550	IT HAPPENED LAST NIGHT	
Registration Number:	3274291	MVIBE	
Registration Number:	4025086	POP CULTURE AMPLIFIED	
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	

OP \$965.00 86164396

Property Type	Number	Word Mark
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
Serial Number:	85243014	ABSOLUTE PUNK

CORRESPONDENCE DATA

Fax Number: 6506440520
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.
Phone: 6506483802
Email: PATTY@PATTYCHENG.COM
Correspondent Name: PATTY CHENG
Address Line 1: 2625 MIDDLEFIELD RD., #215
Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1-1067
NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	03/13/2015

Total Attachments: 6
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source=SpinMedia Group - Intellectual Property Security Agreement#page2.tif
source=SpinMedia Group - Intellectual Property Security Agreement#page3.tif
source=SpinMedia Group - Intellectual Property Security Agreement#page4.tif
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source=SpinMedia Group - Intellectual Property Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 13, 2015 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and SpinMedia Group, Inc., a Delaware corporation, ("Grantor") is made with reference to the Business Financing Agreement, dated as of March 13, 2015 (as amended, modified or supplemented from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding the foregoing provisions, Borrower does not grant Lender a security interest or other rights in the United States for any Trademark that is the subject of an intent-to-use application before the U.S. Patent and Trademark Office until such time as a verified amendment to allege use or statement of use is filed for such application or Borrower arranges for an assignment of such Trademarks from Borrower to a purchaser that would satisfy the requirements of Section 10 of the Lanham Act, 15 U.S.C. Section 1060.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter

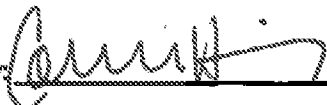
available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SPINMEDIA GROUP, INC.

By: 


Name: Connie Hsiung

Title: Secretary / Director, Finance & Strategy

Address for Notices:
Attn: Stephen Blackwell, CEO
8484 Sunset Blvd., 8th Floor
Hollywood, CA 90028
Fax: _____

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Name: Cynthia Tung

Title: SVP

Address for Notices:
Attn: Lee Shodias
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8510

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005477 FRAME: 0815

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
ABSOLUTE PUNK	86164396		January 13, 2014
ABSOLUTE PUNK	85243014		
FRISKY	77327097	3528812	November 12, 2007
FRISKY	77327070	3528811	November 12, 2007
BUZZNET	77217018	3388374	June 27, 2007
BUZZNET		3388375	
CELEBUZZ		3724829	
CELEBUZZ		3721335	
EGOTASTIC		3637282	
EGOTASTIC		4116591	
		4022787	
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SPIN	85726310		
SPIN		1351650	
SPIN		1961393	
SPINSIDER		3267760	
STEREOGUM		3376848	
STEREOGUM.COM		3376846	
STEREOGUM.COM		3376847	
THE SUPERFICIAL		3744600	
THE SUPERFICIAL		3744601	
VIBE		1800105	
VIBE		3745439	
VIBE		2303664	
VIBE		2144655	
VIBE NATURAL CURL THERAPY	85855304		
VIBE RECORDS		1819799	
VIBE VIXEN	85873740		
VIBE VIXEN	85874643		
VESSIONS	3663561		
WHAT WOULD TYLER DURDEN DO?		3834113	
WWTDD		3834112	
XLR8R	86084542		

EXHIBIT C
PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>