

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AllOver Media, LLC		03/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
AllOver Media Acquisitions, LLC		03/14/2015	LIMITED LIABILITY COMPANY: GEORGIA
AllOver Media Mobile, LLC		03/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2887608	ALLOVER	
Registration Number:	3075800	ALLOVER MEDIA	
Registration Number:	3106020	ALLOVER MEDIA	
Registration Number:	3186220	ALLOVER MEDIA	
Registration Number:	3693331	FROZEN BILLBOARDS	
Registration Number:	3579961	FILLBOARD	
Registration Number:	4178671	RADAR	
Registration Number:	4266394	AJ INDOOR	
Registration Number:	4266395	AJ INDOOR THE ORIGINAL INDOOR ADVERTISIN	
Registration Number:	4342705	GSR	
Registration Number:	4358086	GAS STATION R A D I O	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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>			

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Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 550908-5

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 03/17/2015

Total Attachments: 7

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TRADEMARK COLLATERAL AGREEMENT

This 16th day of March, 2015, AllOver Media, LLC, a Delaware limited liability company (“AOM”), AllOver Media Acquisitions, LLC, a Georgia limited liability company (“Acquisitions”) and AllOver Media Mobile, LLC, a Delaware limited liability company (“Mobile”, and together with AOM and Acquisitions, each a “Debtor”, and collectively, the “Debtors”), each having its principal place of business and mailing address at 16355 36th Avenue North, Suite 700, Plymouth, MN 55446, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A., a national banking association (“BMO”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (BMO acting in its capacity as administrative agent, and any successor(s) or assign(s) to BMO acting in such capacity, being hereinafter referred to as the “Agent”), and grants to the Agent, for the benefit of the Secured Creditors, a continuing security interest in and to all of the right, title and interest of such Debtors in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Trademark Collateral”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) the proceeds of any and all claims and causes of action by any Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right (but not the obligation) to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of each Debtor, under and as defined in that certain Security Agreement, dated as of even date herewith, between the Debtors, the other signatories signing as “Debtors” thereunder, and the Agent, as the same may be amended, modified, or restated from time to time (the “Security Agreement”).

Each Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Each Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ALLOVER MEDIA, LLC

By: 
Name: Shaun Nugent
Title: Chief Financial Officer

ALLOVER MEDIA ACQUISITIONS, LLC

By: _____
Name: Anthony Jacobson
Title: Chief Manager, President and Secretary

ALLOVER MEDIA MOBILE, LLC

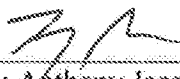
By: 
Name: Shaun Nugent
Title: Chief Financial Officer

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ALLOVER MEDIA, LLC

By: _____
Name: Shaun Nugent
Title: Chief Financial Officer

ALLOVER MEDIA ACQUISITIONS, LLC

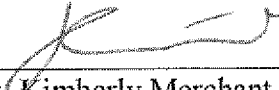
By:  _____
Name: Anthony Jacobson
Title: Chief Manager, President and Secretary

ALLOVER MEDIA MOBILE, LLC

By: _____
Name: Shaun Nugent
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By: 
Name: Kimberly Merchant
Title: Vice President

[Signature Page to Trademark Collateral Agreement - AllOver Media, LLC]

TRADEMARK
REEL: 005480 FRAME: 0567

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

REF	Mark	Registrant	Serial Number	Registration Number
1.	ALLOVER	AOM	78/178600	2,887,608
2.	ALLOVER MEDIA	AOM	78/468105	3,075,800
3.	ALLOVER MEDIA & Design (color)	AOM	78/468120	3,106,020
4.	ALLOVER MEDIA & Design (no color)	AOM	78/709054	3,186,220
5.	FROZEN BILLBOARDS	AOM	77/351988	3,693,331
6.	FILLBOARD	AllOver Media Acquisitions, LLC	77/523,453	3,579,961
7.	RADAR	AllOver Media Mobile, LLC	85/478,146	4,178,671
8.	AJ INDOOR	AOM	85/107558	4,266,394
9.	AJ INDOOR (The Original Indoor Advertising Corporation)	AOM	85/107562	4,266,395
10.	GSR	AOM (assumed from BMG Digital Radio, LLC)	85/785143	4,342,705
11.	GAS STATION R A D I O	AOM (assumed from BMG Digital Radio, LLC)	85/785103	4,358,086
*	GSAMEDIA (Lapsed in due course; effective September 23, 2014)	AOM	77/240955	3,503,761

PENDING FEDERAL TRADEMARK APPLICATIONS

None.