

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thrillist Acquisition, LLC		05/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Square 1 Bank		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4207924	GOODALE	
Registration Number:	4512732	GOODALE G DESIGNED IN NEW YORK CITY	
Registration Number:	4602025	GOODALE G DESIGNED IN NEW YORK CITY	
Registration Number:	3846425	JACKTHREADS	
Registration Number:	4540385	OF ALL THREADS	
Registration Number:	4621793	OF ALL THREADS	
Registration Number:	4376365	THE CROSBY PRESS	
Registration Number:	4512717	VIVESHIRT	
Registration Number:	4685483	SUPERCOMPRESSOR	
Registration Number:	4685524	S	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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>			
Phone:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		

CH \$265.00 4207924

Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
SIGNATURE:	/leeconner-ccd/
DATE SIGNED:	07/07/2015

Total Attachments: 6
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SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 29, 2015 by and between **SQUARE 1 BANK** ("**Bank**") and **THRILLIST ACQUISITION, LLC**, a Delaware limited liability company ("**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 dated February 21, 2014 by and between Bank and Grantor (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).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement and an Intellectual Property Security Agreement entered into among Grantor and Bank on or about the date 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. This Supplement to Intellectual Property Security Agreement supplements the Intellectual Property Security Agreement previously entered into among the parties.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations,

renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

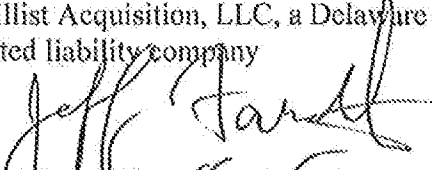
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Supplement to Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

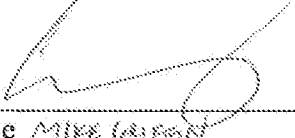
Thrillist Acquisition, LLC, a Delaware
limited liability company

By 
Name JEFF FALMAR
Title CEO

Address of Grantors:

Bank:

Square 1 Bank

By 
Name MIKE LARSON
Title SVP

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page— Supplement to Intellectual Property Security Agreement (Acquisition)]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
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None.

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
GOODALE	4207924	9/11/2012
GOODALE DESIGNED IN NEW YORK CITY & Stylized G in Rectangle	4512732	4/8/2014
GOODALE DESIGNED IN NEW YORK CITY & Stylized G in Rectangle	4602025	9/9/2014
JACKTHREADS	3846425	9/7/2010
OF ALL THREADS	4540385	5/27/2014
OF ALL THREADS	4621793	10/14/2014
THE CROSBY PRESS	4376365	7/30/2013
VIVESHIRT	4512717	4/8/2014
SUPERCOMPRESSOR	4685483	2/10/2015
Stylized S inside oval and Divers Helmet Design	4685524	2/10/2015