TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351897

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CML MEDIA CORP.		08/11/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP
Street Address:	300 WEST SIXTH STREET, SUITE 2230
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4470434	
Registration Number:	4335689	MOPRO
Registration Number:	3955292	MO
Registration Number:	3793435	INTHEMO

CORRESPONDENCE DATA

Fax Number: 2149326499

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: 214-932-6400
Email: sshernandez@mcguirewoods.com
Correspondent Name: NAM H. HUYNH
Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	2067509-0039
NAME OF SUBMITTER:	Nam H. Huynh
SIGNATURE:	/Nam H. Huynh/
DATE SIGNED:	08/19/2015

Total Attachments: 6
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OP $115.00 4470434

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 11, 2015 by and between CML MEDIA CORP., a California corporation ("***Borrower***"), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership ("***Lender***").

RECITALS

Lender has agreed to make certain Advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and among Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "***Loan Agreement***"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature pages follows.]

TRADEMARK
REEL: 005602 FRAME: 0481

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

BORROWER:

CML MEDIA CORP,
a California corporation

By: Gary Levine
Name: _____
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

Address of Lender:

300 West Sixth Street, Suite 2230
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III, LLC, its general partner

By: _____
Name: Ross Cockrell
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A
Copyrights

None.

TRADEMARK
REEL: 005602 FRAME: 0484

SCHEDULE B
Patents

None.

TRADEMARK
REEL: 005602 FRAME: 0485

SCHEDULE C
Trademarks

Mark	Serial No.	Registration No.	Date Filed	Security Interest Recorded
[design only]	85959618	4470434	6/13/13	No
MOPRO	85448207	4335689	10/14/11	No
MO	77653346	3955292	1/21/09	No
INTHEMO	77009190	3793435	9/28/06	No