

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361307

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DEDICATED MEDIA, INC.		10/30/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ROYAL BANK OF CANADA		
<b>Street Address:</b>	20 King Street West, 4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3927636	CPA DNA	
<b>Registration Number:</b>	4229343	D	
<b>Registration Number:</b>	3927635	D DEDICATED MEDIA	
<b>Registration Number:</b>	3936542	DEDICATED NETWORKS	
<b>Registration Number:</b>	3927659	DEDICATEDCONNECT	
<b>Registration Number:</b>	3927644	DEDICATED VIDEORESPONSE	
<b>Registration Number:</b>	3953268	DVR	
<b>Registration Number:</b>	4225114	IT'S JUST SMART	
<b>Registration Number:</b>	4213888	SMARTSTACK	
<b>Registration Number:</b>	4233084	D DEDICATED MEDIA. IT'S JUST SMART.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123037064		
<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>			
<b>Phone:</b>	212.318.6824		
<b>Email:</b>	christinedionne@paulhastings.com		
<b>Correspondent Name:</b>	Christine Dionne c/o Paul Hastings LLP		
<b>Address Line 1:</b>	75 East 55th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		

CH \$265.00 3927636

<b>ATTORNEY DOCKET NUMBER:</b>	78436.00101
<b>NAME OF SUBMITTER:</b>	Christine Dionne
<b>SIGNATURE:</b>	/Christine Dionne/
<b>DATE SIGNED:</b>	11/05/2015
<b>Total Attachments: 4</b> source=Dedicated Media IP Security Agreement (Trademarks)#page1.tif source=Dedicated Media IP Security Agreement (Trademarks)#page2.tif source=Dedicated Media IP Security Agreement (Trademarks)#page3.tif source=Dedicated Media IP Security Agreement (Trademarks)#page4.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*"), dated as of October 30, 2015, by and between DEDICATED MEDIA, INC., a California corporation (the "*Debtor*"), and ROYAL BANK OF CANADA, as collateral agent (in such capacity, "*Secured Party*") for its benefit and the benefit of each Senior Secured Party.

**WHEREAS**, the Debtor, having an address at 333 E. Franklin Street, Richmond, Virginia, 23219, has adopted, used and/or is using the trademarks, trade names, trade styles and service marks listed on the annexed Schedule I, which trademarks, trade names, trade styles and service marks are registered in or the subject of applications for registration in the United States Patent and Trademark Office (the "*Trademarks*");

**WHEREAS**, Media General Inc., a Virginia corporation, and Wells Fargo Bank, N.A., as successor collateral agent to Bank of America, N.A., as the original collateral agent, have entered into the Security Agreement dated as of December 19, 2008 (as (i) amended pursuant to that (A) First Restated Security Agreement dated as of February 12, 2010, and (B) that Amendment No. 1 to First Restated Security Agreement dated as of November 12, 2013, (ii) amended and restated pursuant to that Amended and Restated Security Agreement dated as of November 12, 2013 and (iii) amended and restated pursuant to that Second Amended and Restated Security Agreement dated as of December 19, 2014, and as further amended, restated, supplemented, or modified on or prior to the date of this Agreement, including by the Security Agreement Joinder, the "*Security Agreement*"; capitalized terms used but not defined herein having the meanings given to such terms therein), to secure the obligations described in the Security Agreement;

**WHEREAS**, the Debtor has executed and delivered that Security Agreement Joinder, dated on or about the date hereof (the "*Security Agreement Joinder*"), in favor of the Secured Party pursuant to the Security Agreement;

**WHEREAS**, pursuant to the Security Agreement, the Debtor has granted to the Administrative Agent, for the benefit of the Senior Secured Parties, a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with (a) all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains (the "*Trademark Collateral*"; it being understood that the "*Trademark Collateral*" shall exclude, for the avoidance of doubt, any application for registration of a trademark filed in the United States Patent and Trademark Office on an intent to use basis to the extent that the grant of a security interest in any such trademark application would adversely affect the validity or enforceability or result in cancellation or voiding of such trademark application, provided, however, that such trademark applications shall not be excluded from the "*Trademark Collateral*" upon the filing of a Statement of Use or an Amendment to Allege Use has been filed and accepted in the United States Patent and Trademark Office), to secure the payment, performance and observance of the Senior Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Debtor is executing and delivering this Intellectual Property Security Agreement, in order to record the security interest granted to the Secured Party for the benefit of the holders of the Senior Secured Obligations with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further grant to the Senior Secured Party, for the benefit of the holders of the Senior Secured Obligations, a security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Senior Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the grant of, security interest in and mortgage on the Trademark Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is 4<sup>th</sup> Floor, 20 King Street West, Toronto, Ontario, Canada, M5H1C4.

*[signature pages follow]*

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the date first written above.

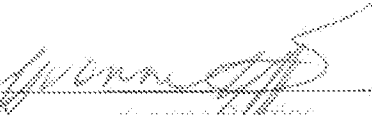


DEBTOR:

DEDICATED MEDIA, INC.

By:   
Name: James F. Woodward  
Title: Senior Vice President Chief Financial Officer

SENIOR SECURED PARTY:

ROYAL BANK OF CANADA

By:   
Name:   
Title: 

SCHEDULE 1 TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Applicable Jurisdiction</u>
CPA DNA	March 8, 2011	3,927,636	USA
D	October 23, 2012	4,229,343	USA
D DEDICATED media	March 8, 2011	3,927,635	USA
DEDICATED Networks	March 29, 2011	3,936,542	USA
DEDICATED CONNECT	March 8, 2011	3,927,659	USA
DEDICATED VIDEO RESPONSE	March 8, 2011	3,927,644	USA
DVR	May 3, 2011	3,953,268	USA
IT'S JUST SMART	October 26, 2012	4,225,114	USA
SMARTSTACK	September 25, 2012	4,213,888	USA
D dedicated media. it's just smart.	October 30, 2012	4,233,084	USA

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