

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pophang, LLC		10/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Viacom International Inc.		
Street Address:	1515 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4724105	DAMN YOU AUTOCORRECT	
Registration Number:	4724447	DAMN YOU AUTOCORRECT	
Registration Number:	4296473	DYAC	
CORRESPONDENCE DATA			
Fax Number:	2122996051		
<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:	(212) 837-6847		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Natasha N. Reed		
Address Line 1:	One Battery Park Plaza		
Address Line 4:	New York, NEW YORK 10004-1482		
ATTORNEY DOCKET NUMBER:	030387-05032		
NAME OF SUBMITTER:	Natasha N. Reed		
SIGNATURE:	/Natasha N. Reed/		
DATE SIGNED:	11/19/2015		
Total Attachments: 7			
source=T - Pophang, LLC IP Security Agreement (Executed) (10-30-15)#page1.tif			
source=T - Pophang, LLC IP Security Agreement (Executed) (10-30-15)#page2.tif			

OP \$90.00 4724105

source=T - Pophang, LLC IP Security Agreement (Executed) (10-30-15)#page3.tif
source=T - Pophang, LLC IP Security Agreement (Executed) (10-30-15)#page4.tif
source=T - Pophang, LLC IP Security Agreement (Executed) (10-30-15)#page5.tif
source=T - Pophang, LLC IP Security Agreement (Executed) (10-30-15)#page6.tif
source=T - Pophang, LLC IP Security Agreement (Executed) (10-30-15)#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 30, 2015 by and between **Viacom International Inc.**, a Delaware corporation ("**Investor**") and **Pophang, LLC**, a Delaware limited liability company ("**Grantor**").

RECITALS

A. Investor has made certain advances of money and extended certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Note Purchase Agreement dated as of June 9, 2014 among Investor, Grantor and Grantor's affiliates, as amended by Amendment No. 1 to Note Purchase Agreement and Note dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Purchase Agreement**") as evidenced by a Note made by Grantor in favor of Investor dated June 9, 2014, as amended by Amendment No. 1 to Note Purchase Agreement and Note dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Note**").

B. Maintenance of credit by Investor pursuant to the Purchase Agreement and Note is subject to the condition, among others, that Grantor shall grant to Investor a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Purchase Agreement, Note and any other Transaction Documents pursuant to the Security Agreement dated as of June 9, 2014, as amended by Amendment No. 1 to Security Agreement dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Security Agreement**"; capitalized terms used herein are used as defined in the Security Agreement).

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Investor 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.

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 Purchase Agreement, Note and other Transaction Documents and all other agreements now existing or hereafter arising between Grantor and Investor, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Purchase Agreement, Note, Security Agreement, other Transaction Documents and under any other agreement now existing or hereafter arising between Investor and Grantor, Grantor grants and pledges to Investor 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 Investor under the Security Agreement. The rights and remedies of Investor with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement, Note, Security Agreement and the other Transaction Documents, and those which are now or hereafter available to Investor as a matter of law or equity. Each right, power and remedy of Investor provided for herein or in the Purchase Agreement, Note, Security Agreement or any of the Transaction 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 Investor of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement, Note, Security Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Investor, 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 Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

POPHANG, LLC,
a Delaware limited liability company

By  _____

Name: Gina R. DiGioia

Title: Secretary

Address of Grantor:

498 Seventh Avenue, 19th Floor
New York, NY 10018

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 005672 FRAME: 0669

Investor:

Viacom International Inc.

By 
Name ALEX BERKETT
Title SVP

Address of Investor:

1515 Broadway
New York, NY 10036

[Signature Page to IP Security Agreement]

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

None.

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
DAMN YOU AUTOCORRECT	4724105 (Reg.)	21-Apr-15
DAMN YOU, AUTOCORRECT!	4724447 (Reg.)	21-Apr-15
DYAC	4296473 (Reg.)	26-Feb-13