

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alloy Digital, 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: 35			
Property Type	Number	Word Mark	
Registration Number:	3996156	ALLOY DIGITAL	
Registration Number:	4062474	ALLOY DIGITAL	
Registration Number:	3117011	ALLOY MEDIA + MARKETING	
Registration Number:	4100872	ALLOY MEDIA + MARKETING	
Registration Number:	4058680	ALLOY TV	
Registration Number:	4486877	BLISSTREE	
Registration Number:	4810818	CLEVVER	
Registration Number:	4153821	CLEVVER	
Registration Number:	4810817	CLEVVER MAGAZINE	
Registration Number:	4153822	CLEVVERTV	
Registration Number:	4311277	CRUSHABLE	
Registration Number:	2504533	DEAL WITH IT	
Registration Number:	4008576	DEGENERATE	
Registration Number:	3600323	GENERATE	
Registration Number:	3694238	GENERATE	
Registration Number:	3819461	GENERATE INSIGHT	
Registration Number:	2655591	GURL	
Registration Number:	2655592	GURL	
Serial Number:	85763400	MOMMYISH	
TRADEMARK			

OP \$890.00 3996156

Property Type	Number	Word Mark
Registration Number:	4526210	MOMMYISH
Registration Number:	4455085	SHUT UP!
Registration Number:	4480510	SHUT UP! CARTOONS
Registration Number:	4581335	SMOSH
Registration Number:	3372369	SMOSH
Registration Number:	3786737	SMOSH
Registration Number:	4319308	SMOSH PIT
Registration Number:	4543693	SMOSH PIT
Registration Number:	3314434	TAKKLE
Registration Number:	3120453	THE ESCAPIST
Registration Number:	3859638	THE ESCAPIST
Registration Number:	4527646	THEGLOSS
Registration Number:	4552163	THEGRINDSTONE
Registration Number:	3254681	WARCRY
Registration Number:	3264291	WARCRY NETWORK
Registration Number:	3507920	ZERO PUNCTUATION

CORRESPONDENCE DATA

Fax Number: 2122996051

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: (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: 14

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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 **Alloy Digital, 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:

ALLOY DIGITAL, LLC
a Delaware limited liability company

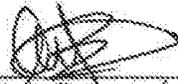
By  _____
Name: Gina R. DiGioia
Title: Secretary

Address of Grantor:

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

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
COPYRIGHTS¹

Description	Registration Number	Registration Date
Episode Title: CRY BABY Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: BATMAN'S COOL INTERNET VIDEO Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: TRANSFORMERS RAP Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: TOY AIRPLANE Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: THREE WISHES Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: THREE GUYS IN A HOTEL Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: THERE WILL BE POKEMON Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: THE BEST CAR EVER Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: THE ASSASSINS Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: THAT DAMN YARD SALE Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: THAT DAMN NEIGHBOR Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: STRANDED Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: SPARKY GOES TO A CLUB Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: SANTA IS REAL! Webisode: SMOSH	V3571D306	October 17, 2008

¹ Refer to Schedule 5(a) of the Perfection Certificate for additional information on the Copyrights listed in this Exhibit A.

Episode Title: REUNITED? Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: REPLACEMENT NEEDED Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: QUEST FOR THE SCOOTER Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: NEW YEAR'S EVE PSA Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: MALE MODEL Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: LICENSE TEST Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: LEFT HANDED Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: IAN'S BIRTHDAY Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: THE HAUNTING Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: HARDCORE MAX Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: HANDSHAKE Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: FRANKIE ROGERS IS JAMES BOND Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: FOOD BATTLE 2007 Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: FOOD BATTLE 2006 Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: HOW NOT TO MAKE A FIRST IMPRESSION Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: HOW NOT TO ACT ON A FIRST DATE Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: FEET FOR HANDS Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: EASY STEP Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: DOLLS Webisode: SMOSH	V3571D306	October 17, 2008

Episode Title: CAT SOUP Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: BOXMAN'S GIRLFRIEND Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: BOXMAN Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: BOXMAN'S CHRISTMAS Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: BEEF N' GO Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: AXE MURDERER Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: APRIL FIRST Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: ANTHONY GETS A HAIRCUT Webisode: SMOSH	V3571D306	October 17, 2008
Episode Title: CAT SOUP EXTRAS Webisode: SMOSH	PA0001670514	February 16, 2010
Episode Title: BOXMAN DANCE HOW TO Webisode: SMOSH	PA0001670485	February 16, 2010
Episode Title: LEFT HANDED BLOOPERS Webisode: SMOSH	PA0001670481	February 16, 2010
Episode Title: CRY BABY EXTRAS Webisode: SMOSH	PA0001670488	February 16, 2010
Episode Title: BEEF N' GO THEME SONG Webisode: SMOSH	PA0001670479	February 16, 2010
Episode Title: THAT DAMN YARD SALE EXTRAS Webisode: SMOSH	PA0001670476	February 16, 2010
Episode Title: BATMAN EXTRAS Webisode: SMOSH	PA0001670469	February 16, 2010
Episode Title: TELEPORTING FAT GUY Webisode: SMOSH	PA0001670464	February 16, 2010
Episode Title: FOOD BATTLE 2008 Webisode: SMOSH	PA0001670462	February 16, 2010
Episode Title: FOOD BATTLE 2008 BLOOPERS Webisode: SMOSH	PA0001670496	February 16, 2010

Episode Title: GOING TO THE MOUNTAINS Webisode: SMOSH	PA0001670500	February 16, 2010
Episode Title: LIFE AS GHOSTS EP. 1 Webisode: SMOSH	PA0001670517	February 16, 2010
Episode Title: LIFE AS GHOSTS EP. 2 Webisode: SMOSH	PA0001670518	February 16, 2010
Episode Title: LIFE AS GHOSTS EP. 3 Webisode: SMOSH	PA0001670601	February 16, 2010
Episode Title: LIFE AS GHOSTS EP. 4 Webisode: SMOSH	PA0001670605	February 16, 2010
Episode Title: BOXMAN FOR PRESIDENT Webisode: SMOSH	PA0001670609	February 16, 2010
Episode Title: BOXMAN LOSES THE ELECTION Webisode: SMOSH	PA0001670692	February 16, 2010
Episode Title: LIFE AS GHOSTS BLOOPERS Webisode: SMOSH	PA0001671369	February 16, 2010
Episode Title: SEX ED ROCKS Webisode: SMOSH	PA0001670695	February 16, 2010
Episode Title: SMOSH SNATCHERS Webisode: SMOSH	PA0001670750	February 16, 2010
Episode Title: A MERRY GANGSTA CHRISTMAS Webisode: SMOSH	PA0001670534	February 16, 2010
Episode Title: BREAKING THE HABIT ALTERNATE ENDING Webisode: SMOSH	PA0001670531	February 16, 2010
Episode Title: BREAKING THE HABIT Webisode: SMOSH	PA0001670553	February 16, 2010
Episode Title: HARDCORE MAX 2 Webisode: SMOSH	PA0001670748	February 16, 2010
Episode Title: IAN'S GIRLFRIEND Webisode: SMOSH	PA0001670556	February 16, 2010
Episode Title: THAT DAMN PRISON BREAK Webisode: SMOSH	PA0001670580	February 16, 2010
Episode Title: THAT DAMN PRISON BREAK – EXTRAS Webisode: SMOSH	PA0001670595	February 16, 2010
Episode Title: UNITARDED Webisode: SMOSH	PA0001671384	February 16, 2010
Episode Title: UNITARDED - FULL DANCE Webisode: SMOSH	PA0001670747	February 16, 2010

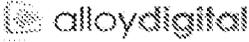
Episode Title: LEVAR BURTON BUYS SMOSH (APRIL FOOL'S) Webisode: SMOSH	PA0001670751	February 16, 2010
Episode Title: ANTHONY'S DEATH FINALE PREVIEW Webisode: SMOSH	PA0001670592	February 16, 2010
Episode Title: ANTHONY'S DEATH Webisode: SMOSH	PA0001670588	February 16, 2010
Episode Title: IAN'S EMBARASSING VIDEO Webisode: SMOSH	PA0001670587	February 16, 2010
Episode Title: ANTHONY'S RESURRECTION Webisode: SMOSH	PA0001670582	February 16, 2010
Episode Title: ANTHONY IS MEXICAN Webisode: SMOSH	PA0001671341	February 16, 2010
Episode Title: HOW ANTHONY GOT HURT Webisode: SMOSH	PA0001671339	February 16, 2010
Episode Title: GRAMMAR POLICE ALTERNATE Webisode: SMOSH	PA0001672442	February 22, 2010
Episode Title: GRAMMAR POLICE Webisode: SMOSH	PA0001672432	February 22, 2010
Episode Title: SNOWJACKED Webisode: SMOSH	To be filed	To be filed
Episode Title: GORILLA SUIT PLAYHOUSE Webisode: SMOSH	To be filed	To be filed
Episode Title: SAMURAI! DAYCARE Webisode: SMOSH	To be filed	To be filed
Episode Title: PUBERTINA Webisode: SMOSH	To be filed	To be filed
Episode Title: WITH ZOMBIES Webisode: SMOSH	To be filed	To be filed
Episode Title: PLANETS Webisode: SMOSH	To be filed	To be filed
Episode Title: OISHI HIGH SCHOOL BATTLE Webisode: SMOSH	To be filed	To be filed
Episode Title: KROGZILLA GETS A JOB Webisode: SMOSH	To be filed	To be filed
Episode Title: ZOMBIES VS. NINJAS Webisode: SMOSH	To be filed	To be filed

Episode Title: REALLY FREAKING EMBARRASSING Webisode: SMOSH	To be filed	To be filed
Episode Title: WEASEL TOWN Webisode: SMOSH	To be filed	To be filed
Episode Title: COMICAL SPILL Webisode: SMOSH	To be filed	To be filed
Episode Title: SUB:3 Webisode: SMOSH	To be filed	To be filed
Episode Title: NATURE BREAK Webisode: SMOSH	To be filed	To be filed
Episode Title: DO'S AND DON'T: A CHILDREN'S GUIDE TO SURVIVAL Webisode: SMOSH	To be filed	To be filed
Episode Title: TELEPORTING FAT GUY Webisode: SMOSH	To be filed	To be filed
Episode Title: POLITICATS Webisode: SMOSH	To be filed	To be filed
Episode Title: ICONS OF TEEN Webisode: SMOSH	To be filed	To be filed
Title: One Direction: Clevver's Ultimate Fan Guide Series: Clevver	PAU003695290	October 11, 2013

EXHIBIT B
PATENTS

None.

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
ALLOY DIGITAL	3996156 (Reg.)	19-Jul-11
ALLOY DIGITAL (LOGO) 	4062474 (Reg.)	29-Nov-11
ALLOY MEDIA + MARKETING	3117011 (Reg.)	18-Jul-06
ALLOY MEDIA + MARKETING (LOGO) 	4100872 (Reg.)	21-Feb-12
ALLOY TV	4058680 (Reg.)	22-Nov-11
BLISSTREE	4486877 (Reg.)	25-Feb-14
CLEVVER	4810818 (Reg.)	15-Sep-15
CLEVVER	4153821 (Reg.)	5-Jun-12
CLEVVER MAGAZINE	4810817 (Reg.)	15-Sep-15
CLEVVERTV	4153822 (Reg.)	5-Jun-12
CRUSHABLE	4311277 (Reg.)	2-Apr-13
DEAL WITH IT	2504533 (Reg.)	6-Nov-01

DEGENERATE	4008576 (Reg.)	9-Aug-11
GENERATE	3600323 (Reg.)	31-Mar-09
GENERATE (DESIGN) 	3694238 (Reg.)	6-Oct-09
GENERATE INSIGHT	3819461 (Reg.)	13-Jul-10
GURL	2655591 (Reg.)	3-Dec-02
GURL	2655592 (Reg.)	3-Dec-02
MOMMYISH	85763400 (App.)	25-Oct-12
MOMMYISH	4526210 (Reg.)	6-May-14
SHUT UP!	4455085 (Reg.)	24-Dec-13
SHUT UP! CARTOONS	4480510 (Reg.)	11-Feb-14
SMOSH	4581335 (Reg.)	5-Aug-14
SMOSH	3372369 (Reg.)	22-Jan-08
SMOSH	3786737 (Reg.)	11-May-10
SMOSH PIT	4319308 (Reg.)	16-Apr-13
SMOSH PIT	4543693 (Reg.)	3-Jun-14

TAKKLE	3314434 (Reg.)	16-Oct-07
THE ESCAPIST	3120453 (Reg.)	25-Jul-06
THE ESCAPIST	3859638 (Reg.)	12-Oct-10
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THEGRINDSTONE	4552163 (Reg.)	17-Jun-14
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ZERO PUNCTUATION	3507920 (Reg.)	30-Sep-08