

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363023

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Defy Media, 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: 20			
Property Type	Number	Word Mark	
Registration Number:	3326790	ADDICTING GAMES	
Serial Number:	86472020	CAMERA ROLL	
Registration Number:	4777200	DEFY MEDIA	
Serial Number:	86731750	DEFY MEDIA	
Registration Number:	2747952	DJ FU WAX ATTACK	
Registration Number:	4745379	FOOD BATTLE	
Registration Number:	4790715	FOOD BATTLE	
Registration Number:	4771589	FOOD BATTLE	
Serial Number:	86455147	FORMAL FRIDAY	
Registration Number:	3365681	GAMETRAILERS.COM	
Serial Number:	86455155	GENTLEMAN UP	
Registration Number:	3162577	GTTV	
Registration Number:	4663457	PRANK IT FORWARD	
Registration Number:	4663335	PRANK IT FWD	
Registration Number:	3258352	REDLINE RUMBLE	
Registration Number:	2603706	SHOCKWAVE	
Registration Number:	3219212	SHOCKWAVE	
Registration Number:	2648129	SHOCKWAVE	
Serial Number:	86759934	SUPER-FAN BUILDS	
TRADEMARK			

OP \$515.00 3326790

Property Type	Number	Word Mark
Serial Number:	86643255	THE WARP ZONE

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: 8

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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 **Defy Media, 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:

DEFY MEDIA, 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: 0927

Investor:

Viacom International Inc.

By 
Name ALEX BENKETT
Title SVP

Address of Investor:

1515 Broadway
New York, NY 10036

[Signature Page to LP Security Agreement]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
Title: "Higher Power" Type: Work of the Performing Arts	Claim number: 1-2696768551	Mailed: September 11, 2015

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Content Synchronization	12/985,053 20120172132	01/05/11 07/05/12
Tracking Usage of and Sharing Data Between Mobile Device Applications	13/630,775 9,009,243	09/28/12 04/14/15

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
ADDICTING GAMES	3326790 (Reg.)	30-Oct-07
CAMERA ROLL	86472020 (App.)	4-Dec-14
DEFY MEDIA	4777200 (Reg.)	21-Jul-15
DEFY MEDIA Stylized 	86731750 (App.)	20-Aug-15
DJ FU WAX ATTACK	2747952 (Reg.)	5-Aug-03
FOOD BATTLE	4745379 (Reg.)	26-May-15
FOOD BATTLE	4790715 (Reg.)	11-Aug-15
FOOD BATTLE	4771589 (Reg.)	14-Jul-15
FORMAL FRIDAY	86455147 (App.)	14-Nov-14
GAMETRAILERS.COM	3365681 (Reg.)	8-Jan-08
GENTLEMAN UP	86455155 (App.)	14-Nov-14
GTTV	3162577 (Reg.)	24-Oct-06
PRANK IT FORWARD	4663457	30-Dec-14

	(Reg.)	
PRANK IT FWD	4663335 (Reg.)	30-Dec-14
REDLINE RUMBLE	3258352 (Reg.)	3-Jul-07
SHOCKWAVE	2603706 (Reg.)	6-Aug-02
SHOCKWAVE	3219212 (Reg.)	12-Nov-02
SHOCKWAVE*	2648129 (Reg.)	12-Nov-02
SUPER-FAN BUILDS	86759934 (App.)	17-Sep-15
THE WARP ZONE	86643255 (App.)	27-May-15

* Owner reflected with trademark office may be Atom Entertainment, Inc. Trademark was assigned to Defy Media, LLC in connection with that certain Asset Contribution Agreement, dated as of June 9, 2014, by and between Defy Media, LLC, Atom Entertainment, Inc., GameTrailers Corp. and Viacom International Inc. The parties are in the process of filing paperwork with the appropriate registries to record such assignment.