

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM364227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Future Ads LLC		01/28/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
Kitara Media, LLC		01/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
Health Guru Media, Inc.		01/28/2015	CORPORATION: DELAWARE
Appenity LLC		01/28/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
Epicplay LLC		01/28/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
Gamevance LLC		01/28/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Highbridge Principal Strategies, LLC, as collateral agent		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Serial Number:	77707788	BRISTOL INTERACTIVE	
Serial Number:	77517060	KITARA MEDIA	
Serial Number:	85196601	MYTOP FREEGAMES	
Registration Number:	3997349	PLAYPICKLE	
Serial Number:	85392138	GRUMPYGOATS	
Serial Number:	85392168	GRUMPY GOATS	
Serial Number:	85400132	GAMENUTT	
Serial Number:	85204284	HEALTHGURU	
Serial Number:	85204261	HEALTHGURU	
Serial Number:	77606336	HEALTH GURU	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77606343	PREGNANCY HEALTH GURU
Serial Number:	77606347	COLLEGE HEALTH GURU GURU U
Serial Number:	77606339	SEX HEALTH GURU
Serial Number:	77143095	ILLUMISTREAM
Serial Number:	77761129	PROPEL MEDIA
Serial Number:	77484117	FUTURE ADS
Serial Number:	85274859	LIVINGPLAY
Serial Number:	85275038	LIVINGPLAY
Serial Number:	77850564	ARCADEWEB
Serial Number:	85277072	EPICPLAY
Serial Number:	85292589	SOCIALRIVAL
Serial Number:	85527505	ARCADEWEB
Serial Number:	77734046	PLAYSUSHI
Serial Number:	77262445	RESULTLINKS
Serial Number:	77167283	TRAFFICVANCE
Serial Number:	85277049	EPICPLAY
Serial Number:	77167275	GAMEVANCE
Serial Number:	85134539	ARCADEWEB
Serial Number:	77484077	FUTURE ADS
Serial Number:	77484135	FUTURE ADS
Serial Number:	77484102	FUTURE ADS
Serial Number:	85521795	INSTALL CONNECT
Serial Number:	86444265	PROPEL MEDIA

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	041598-0046
NAME OF SUBMITTER:	Scott Kareff (041598-0046)
SIGNATURE:	/kc for sk/
DATE SIGNED:	12/02/2015

Total Attachments: 7

source=Trademark Grant of A Security Interest for Future Ads LLC and others#page1.tif
source=Trademark Grant of A Security Interest for Future Ads LLC and others#page2.tif
source=Trademark Grant of A Security Interest for Future Ads LLC and others#page3.tif
source=Trademark Grant of A Security Interest for Future Ads LLC and others#page4.tif
source=Trademark Grant of A Security Interest for Future Ads LLC and others#page5.tif
source=Trademark Grant of A Security Interest for Future Ads LLC and others#page6.tif
source=Trademark Grant of A Security Interest for Future Ads LLC and others#page7.tif

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of January 28, 2015, by each of the undersigned Grantors (each a "Grantor" and collectively, the "Grantors"), in favor of Highbridge Principal Strategies, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A beside its name, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated January 28, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks listed beside its name, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grants to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral 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.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

FUTURE ADS LLC

By: 

Name: Robert Regular

Title: Chief Executive Officer

KITARA MEDIA, LLC

By: 

Name: Robert Regular

Title: Chief Executive Officer

HEALTH GURU MEDIA, INC.

By: 

Name: Robert Regular

Title: Chief Executive Officer

APPENITY LLC

By: 

Name: Robert Regular

Title: Chief Executive Officer

EPICPLAY LLC

By: 

Name: Robert Regular

Title: Chief Executive Officer

GAMEVANCE LLC

By: 

Name: Robert Regular

Title: Chief Executive Officer

Trademark Security Agreement

TRADEMARK

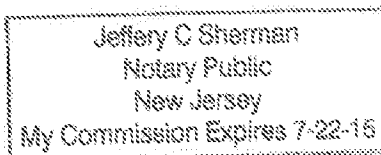
REEL: 005679 FRAME: 0947

STATE OF New Jersey

ss.:

COUNTY OF Bergen

On this 26th day of January, 2015, before me personally came Robert S. Resnick to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO of Appendix, a CA, LLC, and that s/he executed the foregoing instrument in the firm name of Appendix, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



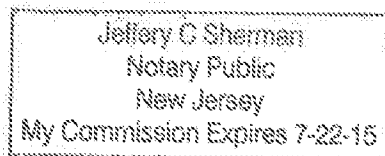
[Signature]
[NOTARY SEAL]

STATE OF New Jersey

ss.:

COUNTY OF Bergen

On this 26th day of January, 2015, before me personally came Robert S. Resnick to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO of Future Ads LLC, a , and that s/he executed the foregoing instrument in the firm name of , and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



[Signature]
[NOTARY SEAL]

Trademark Security Agreement

TRADEMARK

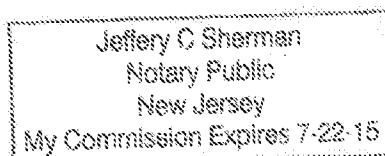
REEL: 005679 FRAME: 0948

STATE OF New Jersey

ss.:

COUNTY OF Bergen

On this 26th day of January, 2015, before me personally came Robert S. Caputo, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO of Kitaca Media LLC, a _____, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



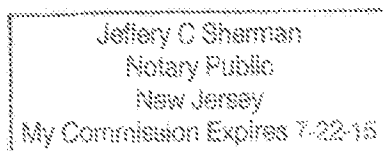
[Signature]
[NOTARY SEAL]

STATE OF New Jersey

ss.:

COUNTY OF Bergen

On this 26th day of January, 2015, before me personally came Robert S. Caputo, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO of Health Care Media Inc., a _____, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



[Signature]
[NOTARY SEAL]

Trademark Security Agreement

TRADEMARK

REEL: 005679 FRAME: 0949

STATE OF New Jersey
COUNTY OF Bergen

ss.:

On this 20th day of January, 2015 before me personally came Robert S. Kozler, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO of EdicPlay LLC, a _____, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Jeffery C Sherman
Notary Public
New Jersey
My Commission Expires 7-22-15

[Signature]
[NOTARY SEAL]

STATE OF New Jersey
COUNTY OF Bergen

ss.:

On this 26th day of January, 2015, before me personally came Robert S. Kozler, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO of GameVance LLC, a _____, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Jeffery C Sherman
Notary Public
New Jersey
My Commission Expires 7-22-15

[Signature]
[NOTARY SEAL]

Trademark Security Agreement

TRADEMARK

REEL: 005679 FRAME: 0950

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Company	Mark	Serial #	Reg #	Registration Date
KITARA MEDIA, LLC	Bristol Interactive	77707788	3875393	11/16/2010
KITARA MEDIA, LLC	Kitara Media	77517060	3791877	05/25/2010
KITARA MEDIA, LLC	MyTopFreeGames	85196601	3997346	07/19/2011
KITARA MEDIA, LLC	Play Pickle	89196622	3997349	07/19/2011
KITARA MEDIA, LLC	Grumpygoats	85392138	4332478	05/07/2013
KITARA MEDIA, LLC	Grumpy Goats	85392168	4332479	05/07/2013
KITARA MEDIA, LLC	Gamenutt	85400132	4128671	04/17/2012
Health Guru Media, Inc.	Healthguru	85204284	3997527	07/19/2011
Health Guru Media, Inc.	HealthGuru	85204261	3997525	07/19/2011
Health Guru Media, Inc.	Health Guru	77606336	3694007	10/06/2009
Health Guru Media, Inc.	Pregnancy Health guru	77606343	3706738	11/03/2009
Health Guru Media, Inc.	College health Guru/Guru U	77606347	3706739	11/03/2009
Health Guru Media, Inc.	Sex Health Guru	77606339	3694008	10/06/2009
Health Guru Media, Inc.	Illumsitream	77143095	3358786	12/25/2007
Future Ads, LLC	Propel Media	77761129	3744221	02/02/2010
Future Ads LLC	FUTURE ADS	77/484,117	3,560,478	1/13/2009
Future Ads LLC	LIVINGPLAY	85/274,859	4,296,090	2/26/2013
Future Ads LLC	LIVINGPLAY and Design	85/275,038	4,296,091	2/26/2013
Future Ads LLC	ARCADEWEB	77/850,564	3,881,836	11/23/2010
Epic Play LLC	EPICPLAY and Design	85/277,072	4,289,587	2/12/2013
Future Ads LLC	SocialRival	85/292,589	4,254,644	12/4/2012
Future Ads LLC	ARCADEWEB	85/527,505	4,315,681	4/9/2013

Future Ads LLC	PLAYSUSHI	77/734,046	3,721,848	12/8/2009
Gamevance LLC	RESULTLINKS	77/262,445	3,623,746	5/19/2009
Gamevance LLC	TRAFFICVANCE	77/167,283	3,365,189	1/8/2008
Epic Play LLC	EPICPLAY	85/277,049	4,168,946	7/3/2012
Gamevance LLC	GAMEVANCE	77/167,275	3,456,540	7/1/2008
Future Ads LLC	ArcadeWeb Design	85/134,539	4,339,117	5/21/2013
Future Ads LLC	FUTURE ADS	77/484,077		
Future Ads LLC	FUTURE ADS	77/484,135		
Future Ads LLC	FUTURE ADS	77/484,102		
Appenitny, LLC	Install Connect	85/521,795	4,433,143	11/12/2013
Future Ads LLC	Propel Media	86/444,265		