

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woven Digital, Inc.		12/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mutiplier Capital, LP		
Street Address:	2 Wisconsin Circle		
Internal Address:	Suite 700		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86507334	DIME	
Serial Number:	85689284	WOVEN	
Serial Number:	85332911	WOVEN CUBE	
Serial Number:	85096569	BROBIBLE B EVERY BRO HAS A STORY	
Serial Number:	78396981	THE GAME. THE PLAYER. THE LIFE.	
Serial Number:	77847225	BROBIBLE.COM LOCKERROOMS	
Serial Number:	77844583	BROBIBLE.COM LOCKERROOMS	
Serial Number:	77844570	B	
Serial Number:	77844562	BROBIBLE.COM	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		

OP \$240.00 86507334

ATTORNEY DOCKET NUMBER:	F160501
NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	01/04/2016

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **December 31, 2015** by and between **Multiplier Capital, LP** ("Multiplier") and Woven Digital, Inc., a Delaware corporation, UPROXX Media, Inc., a Delaware corporation, and Splitting Fours Productions, LLC, a Delaware limited liability company (jointly and severally, "Grantor"), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated December 31, 2015 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Within 45 days of the last day of each fiscal quarter, Grantor shall provide Lender with a report signed by Grantor, in form reasonably acceptable to Lender, listing any applications or registrations that Grantor has made or filed in respect of any Patents, Copyrights or Trademarks and the status of any outstanding applications or registrations, as well as any material change in Grantor's Intellectual Property, including but not limited to any subsequent ownership right of Grantor in or to any Trademark, Patent or Copyright not specified in the exhibits to this Agreement, and execute and file such instruments, and taking such actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without

limitation the filing with the United States Copyright Office, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship registered by Grantor and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

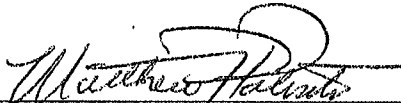
[signatures on next page]

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Address of Grantor:

10381 Jefferson Blvd.
Culver City, CA 90232

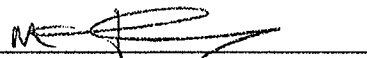
WOVEN DIGITAL, INC.

By 
Title General Counsel

UPROXX MEDIA, INC.

By 
Title Secretary

SPLITTING FOURS PRODUCTIONS, LLC

By 
Title TREASURER

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

MULTIPLIER CAPITAL, LP

By: Multiplier Capital GP, LLC,
Its General Partner

By _____
Title _____

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

WOVEN DIGITAL, INC.

10381 Jefferson Blvd.
Culver City, CA 90232

By _____
Title _____

UPROXX MEDIA, INC.

By _____
Title _____

SPLITTING FOURS PRODUCTIONS, LLC

By _____
Title _____

Address of Multiplier:

MULTIPLIER CAPITAL, LP

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

By: Multiplier Capital GP, LLC,
Its General Partner

By 7/4 R. O'Leary
Title Managing Member

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	Registration / Application #	Registration / Application Date
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The Following are Trademarks owned by UPROXX Media, Inc.

UPROXX	3683509 / 77038485	09.15.09 / 11.07.06
UPROXX	86669893	6.22.15
UPROXX (Canadian Trademark)	1742956	08.24.15

The Following are Trademarks owned by Woven Digital, Inc.

DIME	86507334	1.19.15
WOVEN	85689284	7.27.12
WOVEN CUBE	85332911	5.27.11
BROBIBLE B EVERY BRO HAS A STORY	85096569	7.30.10
THE GAME, THE PLAYER, THE LIFE	78396981	4.6.04
BROBIBLE.COM LOCKERROOMS	77847225	10.13.09
BROBIBLE.COM LOCKERROOMS	77844583	10.8.09
B	77844570	10.0.09
BROBIBLE.COM	77844562	10.8.09

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Title of Work</u>	<u>Registration #</u>	<u>Registration Date</u>
Uproxx Docs, Guns N' Roses Episode 3, The Girls Behind Guns N' Roses	PA 1-947-878	6/25/15
Uproxx Docs, Guns N' Roses Episode 2, The Story of How Guns N' Roses Broke MTV	PA 1-947-879	6/25/15
Uproxx Docs, Guns N' Roses Episode 1, One Man's Plan to Reunite Guns N' Roses	PA 1-947-883	6/25/15
Luminaries Episode 2 Kai	PA 1-947-887	6/25/15
Luminaries - Episode 1 - Easton LaChapelle	PA 1-950-156	5/27/15

<u>Title of Work</u>	<u>Case Number</u>	<u>Application Date</u>
The Truth - About Large Earthquakes	1-2827956570	10/27/15
The Truth - Hypnosis Works	1-2827956545	10/27/15
The Truth - About Falling Bullets	1-2827956450	10/27/15
The Truth - Subliminal Messaging Is Real	1-2827956405	10/27/15
The Truth - About Bath Salts	1-2827955998	10/27/15
The Truth - Service Animals	1-2827955973	10/27/15
G-Eazy - The Pri\$e of Fame	1-2827955747	10/27/15
The Truth - You Can Shatter a Glass With Your Voice	1-2827911591	10/27/15
The Truth - Your Secrets Aren't Safe	1-2827691276	10/27/15
The Truth - Your Penis Could Save Your Life	1-2827691251	10/27/15
UPROXX Presents Nashville's Exit/In	1-2827690906	10/27/15
Where History Happens: Chicago	1-2827690881	10/27/15
AWOLNATION - Aaron Bruno	1-2827690775	10/27/15
Uncharted - AFRO	1-2817888673	10/23/15
Uncharted - Madisen and Mama Bear	1-2817855397	10/23/15
Underbelly - GKC	1-2817855361	10/23/15
Human - J Boogie	1-2815204236	10/22/15
Human - George Vlagos	1-2815204201	10/22/15
Human - Jake Weidmann	1-2815204115	10/22/15
Human - Taber Nash	1-2815203908	10/22/15
Human - Jon Wegner	1-2815203843	10/22/15
Human - Cameron Weis	1-2815057211	10/22/15