

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StyleCaster Media Group, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
SheKnows Media Holdings, Inc.		12/23/2015	CORPORATION: DELAWARE
SheKnows, LLC		12/23/2015	LIMITED LIABILITY COMPANY: ARIZONA
BlogHer Inc.		12/23/2015	CORPORATION: DELAWARE
StyleCaster, Inc.		12/23/2015	CORPORATION: DELAWARE
Women United Online, LLC		12/23/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3992569	SC	
Registration Number:	3681423	STYLECASTER	
Registration Number:	3986667	MASTHEAD	
Registration Number:	3905054	BEAUTY BLOGGERATI	
Registration Number:	3734636	STYLECASTER	
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		
TRADEMARK			

OP \$140.00 3992569

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

ATTORNEY DOCKET NUMBER: F160505

NAME OF SUBMITTER: Robin Dunn

SIGNATURE: /Robin Dunn/

DATE SIGNED: 01/05/2016

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 23, 2015 by and between ALLY BANK ("*Bank*") and

SheKnows Media Holdings, Inc., a Delaware corporation,

SheKnows, LLC, an Arizona limited liability company,

BlogHer Inc., a Delaware corporation,

StyleCaster, Inc., a Delaware corporation,

StyleCaster Media Group, LLC, a Delaware limited liability company and

Women United Online, LLC, a California limited liability company (jointly and severally, "*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

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


SheKnows Media Holdings, Inc.,
a Delaware corporation

By: 
Name: KURT DONNELL
Title: SECRETARY


StyleCaster, Inc.,
a Delaware corporation

By: 
Name: KURT DONNELL
Title: SECRETARY


SheKnows, LLC,
an Arizona limited liability company

By: 
Name: KURT DONNELL
Title: SECRETARY


StyleCaster Media Group LLC,
a Delaware limited liability company

By: 
Name: KURT DONNELL
Title: SECRETARY

BlogHer Inc.,
a Delaware corporation

By: 
Name: KURT DONNELL
Title: SECRETARY

Women United Online, LLC,
a California limited liability company

By: 
Name: KURT DONNELL
Title: SECRETARY

Address of Grantor:
14614 N. Kierland Blvd., Suite S150
Scottsdale, Arizona 85254

Bank:

Ally Bank

By: _____
Name: _____
Title: _____

Address of Bank:
300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

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:

SheKnows Media Holdings, Inc.,
a Delaware corporation

StyleCaster, Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SheKnows, LLC,
an Arizona limited liability company

StyleCaster Media Group LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BlogHer Inc.,
a Delaware corporation

Women United Online, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address of Grantor:
14614 N. Kierland Blvd., Suite S150
Scottsdale, Arizona 85254

Bank:

Ally Bank

By: 
Name: BRIAN BARANASKAS
Title: AUTHORIZED SIGNATORY

Address of Bank:
300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
StyleCaster 360-Degree Daily Outfits	PA0001635299	July 10, 2010

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Method and system for applying cosmetic and/or accessorial enhancements to digital images	8,498,456	July 30, 2013

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
SHEKNOWS	3150459	October 3, 2006
SHEKNOWS	3331594	November 6, 2007
SHEKNOWS.COM	3738548	January 19, 2010
SK	3738550	January 19, 2010
SHEKNOWS	3738549	January 19, 2010
GEOPARENT	2576288	June 4, 2002
SC	3992569	July 12, 2011
STYLECASTER	3734636	January 5, 2010
STYLECASTER	3681423	September 8, 2009
MASTHEAD	3986667	June 28, 2011
BLOG HER	3212657	February 27, 2007
LIFE WELL SAID	4013127	August 16, 2011
LIFE WELL SAID	3926726	March 1, 2011
BLOGHER	3512075	October 7, 2008
BEAUTY BLOGGERATI	3905054	January 11, 2011
BLOGHER	3512074	October 7, 2008
BLOGHER DESIGN LOGO	3512076	October 7, 2008
BLOGHER DESIGN LOGO	3512077	October 7, 2008
WOMAN'S HEAD DESIGN IN BW	4583578	August 12, 2014
WOMAN'S HEAD DESIGN IN COLOR	4568238	July 15, 2014
BLOG HER – Australia	1394001	November 11, 2010

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BLOGHER – Australia	1433301	June 27, 2011
BLOGHER – Canada	1533455	June 27, 2011
BLOGHER – United Kingdom	2585654	April 6, 2012