

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370059

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gawker Media LLC		01/21/2016	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	US VC Partners, LP		
<b>Street Address:</b>	900 Third Avenue, 19th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3074351	KINJA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>			
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	043906-0025		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	01/21/2016		
<b>Total Attachments: 17</b>			
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 21, 2016 by and among **US VC PARTNERS, LP** ("CN") and **GAWKER MEDIA GROUP, INC.** (the "**Borrower**"), **GAWKER MEDIA LLC** ("**Gawker Media**") and **KINJA KFT.** ("**KINJA**" together with Gawker Media, each a "**Guarantor**," and each Guarantor together with the Borrower, each a "**Grantor**" and collectively, the "**Grantors**").

RECITALS

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

B. The Guarantors have agreed to guaranty the Obligations pursuant to that certain Unlimited Guaranty made by the Guarantors and the other guarantors party thereto from time to time in favor of CN and dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time, the "**Guaranty**").

C. CN is willing to make the Loans to Borrower, but only upon the condition, among others, that each Grantor shall grant to CN a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Secured Obligations.

D. Pursuant to the terms of the Loan Agreement, Borrower has granted to CN a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

E. Pursuant to the terms of that certain Second Lien Security Agreement, dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time, the "**Security Agreement**") among the Guarantors and the other debtors party thereto from time to time and CN, each Guarantor has granted to CN a security interest in all of Guarantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as such term is defined in the Security Agreement).

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, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the payment and performance in full of the Secured Obligations, each Grantor grants and pledges to CN a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or

unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held. "**Copyrights**" shall mean, all right, title and interest in and to all works of authorship and all intellectual property rights therein, all United States and foreign copyrights (whether or not the underlying works of authorship have been published), including but not limited to copyrights in software and databases, all designs (including but not limited to all industrial designs, "Protected Designs" within the meaning of 17 U.S.C. 1301 et. Seq. and Community designs), whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed on Exhibit A, (ii) all extensions, renewals, and restorations thereof, (iii) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same. "**Patents**" shall mean, all right, title and interest in and to all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including, without limitation, (i) each patent and patent application listed on Exhibit B, (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world;

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks. "**Trademarks**" shall mean, all right, title and interest in and to all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and, with respect to any and all of the foregoing, (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed on Exhibit C, (ii) all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to CN under the Loan Agreement. The rights and remedies of CN 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 CN as a matter of law or equity. Each right, power and remedy of CN 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 CN 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 CN, of any or all other rights, powers or remedies.

This security interest shall be governed and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

Notwithstanding anything herein to the contrary, (i) the lien and security interest granted to CN pursuant to this Intellectual Property Security Agreement are, pursuant to the provisions of the Intercreditor Agreement, expressly subject and subordinate to the liens and security interests granted in favor of the First Lien Lender (as defined in the Intercreditor Agreement), including liens and security interests granted to the First Lien Lender pursuant to or in connection with the First Lien Credit Agreement and (ii) the lien and security interest granted to CN pursuant to this Intellectual Property Security Agreement and the exercise of any right or remedy by CN hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Intellectual Property Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Lien Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**GAWKER MEDIA LLC**

**BY:** *Heather L Dietrick*  
**NAME:** HEATHER DIETRICK  
**TITLE:** PRESIDENT, TREASURER AND SECRETARY

**GAWKER MEDIA GROUP, INC.**

**BY:** *Heather L Dietrick*  
**NAME:** HEATHER DIETRICK  
**TITLE:** SECRETARY AND DIRECTOR

**KINJA KFT.**

**BY:** \_\_\_\_\_  
**NAME:** PÉTER SZÁSZ  
**TITLE:** MANAGING DIRECTOR

[Signature page to Second Lien Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Second Lien Intellectual Property Security Agreement to be duly executed by its officers hereunto duly authorized as of the first date written above.

GRANTOR:


GAWKER MEDIA LLC

BY: \_\_\_\_\_  
NAME: HEATHER DIETRICK  
TITLE: PRESIDENT, TREASURER AND SECRETARY

GAWKER MEDIA GROUP, INC.

BY: \_\_\_\_\_  
NAME: HEATHER DIETRICK  
TITLE: SECRETARY AND DIRECTOR

KINJA KFI:

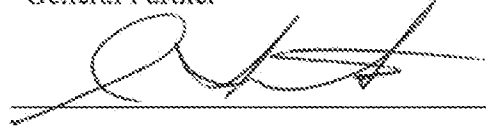
BY:   
NAME: PETER SZASZ  
TITLE: MANAGING DIRECTOR

{Signature page to Second Lien Intellectual Property Security Agreement}

**CN:**

**US VC PARTNERS, LP**

**BY:** US VC General Partners, LLC its  
General Partner

A handwritten signature in black ink, appearing to read "Andrew Intrater", is written over a horizontal line. The signature is stylized and cursive.

**NAME:** Andrew Intrater

**TITLE:** Special Managing Member

[Signature page to Second Lien Intellectual Property Security Agreement]



EXHIBIT A

Copyrights

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Gawker Media LLC	The Gawker Guide to Conquering All Media	10/17/2007	Registered	TX0006831598
Gawker Media LLC	Lifehacker: 88 Tech Tricks to Turbocharge Your Day	8/20/2007	Registered	TX0006819132
Gawker Media LLC	Upgrade Your Life: the Lifehacker Guide to Working Smarter, Faster, Better, Second Edition	12/22/2009	Registered	TX0007111198
Gawker Media LLC	Lifehacker: The Guide to Working Smarter, Faster, Better, 3rd Edition	10/26/2011	Registered	TX0007439587
Gawker Media LLC	The Book of Jezebel: An Illustrated Encyclopedia of Lady Things	2/7/2014	Registered	TX0007828289

EXHIBIT B

Patents, Patent Applications and Patent Licenses

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Kinja Kft.	N/A	8/7/2009	Provisional Application Expired on 8/8/2010	61/232,306
Kinja Kft.	N/A	8/9/2010	Application abandoned 10/21/2013	12/853,251

## EXHIBIT C

### Trademarks, Trademark Applications and Trademark Licenses

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Kinja Kft.	Defamer.	3/26/2005	Registered	3119691
Kinja Kft.	Kotaku	3/26/2005	Registered	3119693
Kinja Kft.	Lifehacker	3/17/2005	Registered	3123017
Kinja Kft.	Deadspin	3/8/2006	Registered	3187369
Kinja Kft.	Defamer	3/3/2006	Registered	3231927
Kinja Kft.	Gawker	8/26/2003	Registered	2901710
Kinja Kft.	Gawker Stalker	3/22/2006	Registered	3274763
Kinja Kft.	Gizmodo	8/27/2003	Registered	2877598
Kinja Kft.	io9	6/11/2009	Registered	3805741
Kinja Kft.	Jalopnik	3/7/2006	Registered	3285856
Kinja Kft.	Jezebel	8/20/2007	Registered	3597171
Gawker Media LLC	Kinja	10/31/2003	Registered	3074351 <sup>1</sup>
Kinja Kft.	Kotaku	3/7/2006	Registered	3274695
Kinja Kft.	Lifehacker	3/8/2006	Registered	3274709
Kinja Kft.	Sploid	3/8/2006	Registered	3177176
Kinja Kft.	Valleywag	3/4/2006	Registered	3282718

### International Trademarks

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Kinja Kft.	Gizmodo (EU)	8/9/2005	Cancelled <sup>2</sup>	'004539458
Kinja Kft.	Kotaku (EU)	6/29/2010	Registered	'009210824
Kinja Kft.	Gawker (EU)	3/16/2010	Registered	'008957961
Kinja Kft.	Deadspin (EU)	3/16/2010	Registered	'008957862
Kinja Kft.	io9 (EU)	3/16/2010	Registered	'008957912

<sup>1</sup> This is currently registered to Kinja Inc. at the USPTO; in process of recording transfer.

<sup>2</sup> Cancelled for non-use per a proceeding instituted by a third-party.

Kinja Kft.	Jalopnik (EU)	3/16/2010	Registered	'008957896
Kinja Kft.	Lifehacker (EU)	3/16/2010	Registered	'008957797
Kinja Kft.	Gizmodo (CA)	2/1/2010	Registered	TMA785436
Kinja Kft.	Gawker (CA)	2/1/2010	Registered	TMA785433
Kinja Kft.	Lifehacker (CA)	2/1/2010	Registered	TMA796516
Kinja Kft.	Jezebel (CA)	2/2/2010	Registered	TMA785434
Kinja Kft.	Deadspin (CA)	2/2/2010	Registered	TMA801662
Kinja Kft.	Kotaku (CA)	2/2/2010	Registered	TMA802616
Kinja Kft.	Jalopnik (CA)	2/3/2010	Registered	TMA789454
Kinja Kft.	io9 (CA)	2/3/2010	Registered	TMA786763

#### Domain Names

blogwire.com  
 bookofjezebel.com  
 brooklynreview.com  
 deadsp.in  
 deadspin.ca  
 deadspin.co  
 deadspin.com  
 deadspin.me  
 deadspindeals.com  
 deadspinhd.com  
 deadspintv.com  
 defamer.cn  
 defamer.co  
 defamer.com  
 defamer.com.br  
 defamer.com.ph  
 defamer.eu  
 defamer.xxx  
 egopage.com  
 gaw.kr  
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jalopniktv.com  
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jezebelhd.com  
juncturist.com  
kinj.as  
kinjaassets.com  
kinjaembeds.com  
kinjaimages.com  
kinjaimg.com  
kinjaops.com  
kinjaops.net  
kinjaops.org  
kinjastatic.com  
kinja.biz  
kinja.ca  
kinja.co  
kinja.com  
kinja.com.br  
kinja.es  
kinja.eu  
kinja.fail  
kinja.fr  
kinja.hk  
kinja.hu  
kinja.in  
kinja.it  
kinja.jp  
kinja.me  
kinja.mx  
kinja.ru  
kinja.sale  
kinja.us  
kinjadeals.com  
kotaku.ae  
kotaku.be  
kotaku.ca  
kotaku.cm  
kotaku.cn  
kotaku.co  
kotaku.co.in  
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kotaku.com.ph  
kotaku.com.tw  
kotaku.de



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kotaku.fr  
kotaku.hk  
kotaku.it  
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kotaku.net  
kotaku.nl  
kotaku.pl  
kotaku.ru  
kotaku.se  
kotaku.tw  
kotakudeals.com  
kotakuhd.com  
kotakutv.com  
lifehac.kr  
lifehacker.be  
lifehacker.ca  
lifehacker.cn  
lifehacker.co  
lifehacker.co.in  
lifehacker.co.uk  
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lifehacker.com.hk  
lifehacker.com.ph  
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lifehacker.es  
lifehacker.eu  
lifehacker.fr  
lifehacker.hk  
lifehacker.it  
lifehacker.me  
lifehacker.nl  
lifehacker.pl  
lifehacker.tw  
lifehackerdeals.com  
lifehackerhd.com  
lifehackertv.com  
newreview.com  
potpsychology.com  
sploid.co

sploid.com  
studioatgawker.com  
thebookofjezebel.com  
thezeitgeistexperience.com  
valleywag.co  
valleywag.com  
valleywag.org  
walleywag.com

#### Trade Names

Defamer  
Kotaku  
Lifehacker  
Deadspin  
Gawker  
Gawker Stalker  
Gizmodo  
io9  
Jalopnik  
Jezebel  
Kinja  
Sploid  
Valleywag  
Blogwire

EXHIBIT D

Mask Works

None.