

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370371

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Supplement to Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gawker Media LLC | | 01/21/2016 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Silicon Valley Bank | | |
| Street Address: | 3000 Tasman Drive | | |
| City: | Santa Clara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95054 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3074351 | KINJA | |
| 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: | Joanna McCall | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | National Corporate Research, LTD | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F160882 | | |
| NAME OF SUBMITTER: | Laura A Kenerson | | |
| SIGNATURE: | /Laura A. Kenerson/ | | |
| DATE SIGNED: | 01/25/2016 | | |
| Total Attachments: 5 | | | |
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Execution Copy

FIRST SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement to Intellectual Property Security Agreement (this "**Supplement**") is made as of the 21st day of January, 2016 by **GAWKER MEDIA LLC**, a Delaware limited liability company (the "**Grantor**") in favor of **SILICON VALLEY BANK** (the "**Grantee**").

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated September 24, 2012 (as amended from time to time hereinafter, the "**Grant**") in favor of the Grantee, pursuant to which the Grantor's pledged, assigned and granted a security interest in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has developed additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Exhibit A. Exhibit A to the Grant is hereby replaced by Schedule A-1 annexed hereto.
3. Exhibit C. Exhibit C to the Grant is hereby replaced by Schedule C-1 annexed hereto.
4. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
 - b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of the date first written above.

GAWKER MEDIA LLC

By: *Heather Dietrick*

Name: Heather Dietrick

Title: President, Treasurer and Secretary

Signature page to IP Security Agreement Supplement


TRADEMARK
REEL: 005715 FRAME: 0347

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of the date first written above.

GAWKER MEDIA LLC

By: _____
Name:
Title:

SILICON VALLEY BANK

By:  _____
Name: Jocelyn Kasman
Title: VP

[Signature Page to First Supplement to Intellectual Property Security Agreement]

SCHEDULE A-1

U.S. 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 |

SCHEDULE C-1

U.S. Trademarks:

| <u>Trademark</u> | <u>Class of Mark</u> | <u>Jurisdiction</u> | <u>Filing Date/</u> | <u>Status</u> | <u>Application/ Registration No.</u> |
|------------------|----------------------|---------------------|---------------------|---------------|--------------------------------------|
| Kinja | Standard Character | United States | 10/31/2003 | Registered | 3074351 |