

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372499

| | | | |
|---|------------------------------------|-------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Thrillist Media Group, Inc. | | 12/29/2015 | CORPORATION: DELAWARE |
| MMetro.com LLC | | 12/29/2015 | LIMITED LIABILITY COMPANY: NEW YORK |
| 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: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3365242 | THRILLIST | |
| Registration Number: | 4636005 | THRILLIST | |
| Registration Number: | 3264673 | THRILLIST | |
| Registration Number: | 4637532 | T THRILLIST MEDIA GROUP | |
| Registration Number: | 4685483 | SUPERCOMPRESSOR | |
| Registration Number: | 4685524 | S | |
| 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 | | |
| ATTORNEY DOCKET NUMBER: | F161168 | | |

OP \$165.00 3365242

| | |
|--|--------------|
| NAME OF SUBMITTER: | Robin Dunn |
| SIGNATURE: | /Robin Dunn/ |
| DATE SIGNED: | 02/09/2016 |
| Total Attachments: 7 source=TM Cover Sheet with IPSA#page2.tif source=TM Cover Sheet with IPSA#page3.tif source=TM Cover Sheet with IPSA#page4.tif source=TM Cover Sheet with IPSA#page5.tif source=TM Cover Sheet with IPSA#page6.tif source=TM Cover Sheet with IPSA#page7.tif source=TM Cover Sheet with IPSA#page8.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 29, 2015 by and between ALLY BANK ("*Bank*") and THRILLIST MEDIA GROUP, INC., a Delaware corporation, and MMETRO.COM LLC, a New York 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.

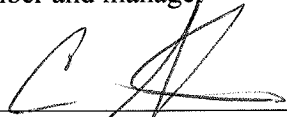
Grantor:

Thrillist Media Group, Inc.

By  _____
Title President

MMetro.com LLC

By: Thrillist Media Group, Inc., its sole member and manager

By  _____
Title President

Address of Grantor:

568 Broadway, Suite 506
New York, New York 10012

Bank:

Ally Bank

By _____
Name _____
Title _____

Address of Bank:

300 Park Avenue, 4th Floor
New York, New York 10022

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:

Thrillist Media Group, Inc.

By _____
Name _____
Title _____

MMetro.com LLC
By Thrillist Media Group, Inc., its sole member and manager


By _____
Name _____
Title _____

Address of Grantor:

568 Broadway, Suite 506
New York, New York 10012

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 |
|--------------------|--------------------------------|------------------------------|
| None. | | |

EXHIBIT B

PATENTS

| Description | Registration OR Serial Number | Registration OR Filing Date |
|--------------------|--|--|
| None. | | |

EXHIBIT C
TRADEMARKS

| Description | Registration/ Application Number | Registration/ Application Date |
|--|---|---|
| THRILLIST | 3365242 | 1/8/08 |
| THRILLIST & New Split Circle Design in Red & Black | 4636005 | 11/11/14 |
| THRILLIST & Split Circle Design in Color | 3264673 | 7/17/07 |
| THRILLIST MEDIA GROUP & Devices in Color | 4637532 | 11/11/14 |
| SUPERCOMPRESSOR | 4685483 | 2/10/15 |
| Stylized S inside oval and Divers Helmet Design | 4685524 | 2/10/15 |