

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		02/19/2016	National Association:
RECEIVING PARTY DATA			
Name:	TI NEWCO LLC		
Street Address:	225 Liberty Street		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	86073547		
Serial Number:	85723359		
Serial Number:	86073555	ILIKE	
Serial Number:	85723655	MYSPACE	
Serial Number:	85913692	SECRET SHOW	
Serial Number:	85913686	SECRET SHOW	
Registration Number:	3651827		
Registration Number:	3484512		
Registration Number:	3770450	FAMOUS HANGERS	
Registration Number:	3634720	FRONT TO BACK	
Registration Number:	3849036	ILIKE	
Registration Number:	3907150	MARRIED ON MYSPACE	
Registration Number:	3778648	MYSPACE	
Registration Number:	3629478	MYSPACE	
Registration Number:	3588627	MYSPACE	
Registration Number:	3183151	MYSPACE	
Registration Number:	2911041	MYSPACE	
Registration Number:	2593333	MYSPACE	
Registration Number:	3651788		

CH \$565.00 86073547

Property Type	Number	Word Mark
Registration Number:	3651787	
Registration Number:	3651786	
Registration Number:	3623629	NEVER ENDING FRIENDING

CORRESPONDENCE DATA

Fax Number:

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.

Email: rcsweeney@mintz.com

Correspondent Name: Robert Sweeney

Address Line 1: MINTZ LEVIN

Address Line 4: boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	46657-034
NAME OF SUBMITTER:	Robert C. Sweeney
SIGNATURE:	/Robert C. Sweeney/
DATE SIGNED:	02/25/2016

Total Attachments: 6

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NOTICE OF ASSIGNMENT
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

February 19, 2016

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that, pursuant to that certain Agency Resignation, Appointment and Assumption Agreement dated as of February 9, 2016 among Bank of America, N.A., in its capacity as administrative agent for certain lenders (in such capacity, the "Resigning Agent"), TI Newco LLC, a Delaware limited liability company ("TI Newco"), in its capacity as successor administrative agent (in such capacity, the "Successor Agent"), and TI Newco, in its capacity as the sole lender, the Resigning Agent has assigned to the Successor Agent, who acknowledges such assignment by its signature below, all of the Resigning Agent's right, title and interest in its continuing security interest in and lien upon the trademarks, trademark licenses and trademark applications described in the Notice of Grant of Security Interest in Trademarks attached hereto as **Exhibit I**.

Very truly yours,

BANK OF AMERICA, N.A.,
as Resigning Agent

By: 

Name: Carol M. Clements

Title: SVP

[Signature page follows]

Acknowledged and agreed:

TI NEWCO LLC

By: 

Name: Lawrence A. Jacobs

Title: Executive Vice President

*Notice of Assignment
Signature Page*

**TRADEMARK
REEL: 005739 FRAME: 0682**

Exhibit I

Notice of Grant of Security Interest

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

November 20, 2015

United States Patent and Trademark Office

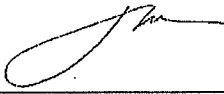
Ladies and Gentlemen:

Please be advised that, pursuant to the Security and Pledge Agreement dated as of September 6, 2013 (as the same may be amended, restated or otherwise modified from time to time, the "*Security and Pledge Agreement*") by and among the Grantors from time to time party thereto (the "*Grantors*") and Bank of America, N.A., as Administrative Agent (the "*Administrative Agent*") for the Secured Parties referenced therein, the undersigned Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and lien upon the trademarks, trademark licenses and trademark applications described on Schedule I attached hereto.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks, trademark licenses and trademark applications described on Schedule I attached hereto (i) may only be terminated in accordance with the terms of the Security and Pledge Agreement and (ii) is not to be construed as an assignment of any trademark, trademark license or trademark application.

Very truly yours,

MYSPLACE LLC

By: 

Name: Larry Madden

Title: CFO

Acknowledged and accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____

Name: _____

Title: _____

4825-1206-8138.v2

TRADEMARK
REEL: 005739 FRAME: 0684

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

November 20, 2015

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that, pursuant to the Security and Pledge Agreement dated as of September 6, 2013 (as the same may be amended, restated or otherwise modified from time to time, the "*Security and Pledge Agreement*") by and among the Grantors from time to time party thereto (the "*Grantors*") and Bank of America, N.A., as Administrative Agent (the "*Administrative Agent*") for the Secured Parties referenced therein, the undersigned Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and lien upon the trademarks, trademark licenses and trademark applications described on Schedule I attached hereto.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks, trademark licenses and trademark applications described on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security and Pledge Agreement and (ii) is not to be construed as an assignment of any trademark, trademark license or trademark application.

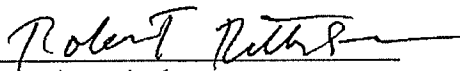
Very truly yours,

MYSPACE LLC

By: _____
Name: _____
Title: _____

Acknowledged and accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Robert Rittelmeyer
Title: Vice President

4825-1206-8138.v2

TRADEMARK
REEL: 005739 FRAME: 0685

Schedule 1
to
Notice of Grant of Security Interest in Trademarks

<u>U.S. Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Issue Date</u>	<u>Assignee</u>
Pending Trademarks			
Design Only	86/073,547	09/24/2013	MySpace LLC
Design Only	85/723,359	09/07/2012	MySpace LLC
ILIKE	86/073,555	09/24/2013	MySpace LLC
MYSPLACE	85/723,655	09/07/2012	MySpace LLC
SECRET SHOW	85/913,692	04/24/2013	MySpace LLC
SECRET SHOW	85/913,686	04/24/2013	MySpace LLC
Registered Trademarks			
Design Only	3,651,827	07/07/2009	MySpace LLC
Design Only	3,484,512	08/12/2008	MySpace LLC
FAMOUS HANDERS	3,770,450	04/06/2010	MySpace LLC
FRONT TO BACK	3,634,720	06/09/2009	MySpace LLC
ILIKE	3,849,036	09/14/2010	MySpace LLC
MARRIED ON MYSPLACE	3,907,150	01/18/2011	MySpace LLC
MYSPLACE	3,778,648	04/20/2010	MySpace LLC
MYSPLACE	3,629,478	06/02/2009	MySpace LLC
MYSPLACE	3,588,627	03/10/2009	MySpace LLC
MYSPLACE	3,183,151	12/12/2006	MySpace LLC
MYSPLACE	2,911,041	12/14/2004	MySpace LLC
MYSPLACE	2,593,333	07/16/2002	MySpace LLC
MYSPLACE, INC.	3,651,788	07/07/2009	MySpace LLC
MYSPLACE, INC.	3,651,787	07/07/2009	MySpace LLC
MYSPLACE, INC.	3,651,786	07/07/2009	MySpace LLC
NEVER ENDING FRIENDING	3,623,629	05/19/2009	MySpace LLC

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