

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384752

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900363719

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Archie Comic Publications, Inc.		05/06/2016	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	VFP Asset Funding, LLC
Street Address:	2500 North Military Trail
Internal Address:	Suite 465
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33431
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 92

Property Type	Number	Word Mark
Serial Number:	86393642	ARCHIE ACTION!
Registration Number:	0403372	ARCHIE COMICS
Registration Number:	0909609	ARCHIE
Registration Number:	1966659	ARCHIE
Registration Number:	4254330	THE ARCHIES
Registration Number:	4254339	ARCHIE
Registration Number:	4364982	ARCHIE'S MAD HOUSE
Registration Number:	4309418	ARCHIE'S SUPER TEENS
Registration Number:	0598225	ARCHIE'S GIRLS BETTY AND VERONICA
Registration Number:	1433856	LITTLE ARCHIE
Registration Number:	4226017	LITTLE ARCHIE
Registration Number:	4301649	ARCHIE BABIES
Registration Number:	1542480	THE NEW ARCHIES
Registration Number:	0379590	PEP COMICS
Registration Number:	1455266	THE COMET
Registration Number:	4422163	COSMO THE MERRY MARTIAN
Registration Number:	4384449	BETTY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4481498	VERONICA
Registration Number:	2272751	SABRINA THE TEENAGE WITCH
Registration Number:	1964080	BETTY
Registration Number:	2149569	BETTY
Registration Number:	1602179	DILTON
Registration Number:	1734032	FIREBALL
Registration Number:	1601650	HILDA
Registration Number:	2152642	JOSIE
Registration Number:	0570560	JUGHEAD
Registration Number:	1791599	JUGHEAD
Registration Number:	1966660	JUGHEAD
Registration Number:	0905554	MADHOUSE
Registration Number:	0431459	PEP
Registration Number:	2152643	SABRINA
Registration Number:	1564500	VERONICA
Registration Number:	1966658	VERONICA
Registration Number:	1601649	ZELDA
Registration Number:	3323418	B&V
Registration Number:	2149568	CHERYL BLOSSOM
Registration Number:	4258051	CHERYL BLOSSOM
Registration Number:	1470650	
Registration Number:	1476825	
Registration Number:	1488407	
Registration Number:	1965425	
Registration Number:	1966657	
Registration Number:	1965427	
Registration Number:	1965428	
Registration Number:	1966661	
Registration Number:	4385609	
Registration Number:	1433855	KATY KEENE
Registration Number:	4415117	KATY KEENE
Registration Number:	4426785	KEVIN KELLER
Registration Number:	1586716	MISS GRUNDY
Registration Number:	4222214	MORE SEYMOUR
Registration Number:	1586715	MR. WEATHERBEE
Registration Number:	4373774	NEW CRUSADERS
Registration Number:	1613776	POP TATE
Registration Number:	2903766	RED CIRCLE

Property Type	Number	Word Mark
Registration Number:	4273535	SAM HILL
Registration Number:	1432942	STEEL STERLING
Registration Number:	1285235	THE FLY
Registration Number:	1441173	THE JAGUAR
Registration Number:	1747776	THE SHIELD
Registration Number:	4296063	TOP-NOTCH
Registration Number:	4324734	YOUNG SALEM
Registration Number:	4210355	BETTY AND ME
Registration Number:	0880946	BETTY AND VERONICA
Registration Number:	1965426	BETTY AND VERONICA
Registration Number:	4195036	LI'L JINX
Registration Number:	4254340	PUREHEART THE POWERFUL
Registration Number:	4264866	THAT WILKIN BOY
Registration Number:	0903906	JOSIE AND THE PUSSYCATS
Registration Number:	2219622	SABRINA THE TEENAGE WITCH
Registration Number:	4380479	SAM HILL PRIVATE EYE
Registration Number:	1165532	SABRINA THE TEEN-AGE WITCH
Registration Number:	4556131	WILBUR
Registration Number:	4257974	PAT THE BRAT
Registration Number:	4448028	SEYMOUR MY SON
Registration Number:	4264867	YOUNG DR. MASTERS
Registration Number:	4115419	RAJ PATEL
Registration Number:	1611189	HOT DOG
Registration Number:	4214318	GINGER
Registration Number:	4305714	JACKPOT
Registration Number:	4218566	MLJ
Registration Number:	4350567	PEP
Registration Number:	4164915	PIPSQUEAK
Registration Number:	4422164	SUZIE
Registration Number:	4305715	ZIP
Registration Number:	4305716	BLUE RIBBON
Registration Number:	4522148	SUPER DUCK
Registration Number:	4514870	BETTY
Registration Number:	4537937	VERONICA
Registration Number:	2775903	SABRINA THE TEENAGE WITCH
Registration Number:	2149484	SABRINA THE TEENAGE WITCH
Registration Number:	2208755	SABRINA THE TEENAGE WITCH

CORRESPONDENCE DATA**Fax Number:** 5162969155*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.***Phone:** 5162969182**Email:** aronneburger@cullenanddykman.com**Correspondent Name:** Ariel E. Ronneburger**Address Line 1:** 100 Quentin Roosevelt Boulevard**Address Line 2:** Cullen and Dykman LLP**Address Line 4:** Garden City, NEW YORK 11530**NAME OF SUBMITTER:** Ariel E. Ronneburger**SIGNATURE:** /s/ Ariel E. Ronneburger**DATE SIGNED:** 05/18/2016**Total Attachments: 20**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of May 6, 2016 (as may be amended and restated, supplemented, or otherwise modified from time to time, this “**Agreement**”), is made by and between ARCHIE COMIC PUBLICATIONS, INC. (formerly known as ARCHIE ENTERPRISES, INC.), a corporation organized under the laws of the State of New York (“**Grantor**”), and VFP ASSET FUNDING LLC, a Delaware limited liability company with a place of business at 2500 North Military Trail, Suite 465, Boca Raton, Florida 33431 (“**Secured Party**”).

BACKGROUND

Grantor and Secured Party have entered into a Loan and Security Agreement dated on or about the date hereof (the “**Loan Agreement**”), a Revolving Note dated on or about the date hereof, a Term Note dated on or about the date hereof (collectively with the Loan Agreement and each and every document, instrument or agreement executed and/or delivered to Secured Party in connection therewith, as the same may be modified, amended, restated or replaced from time to time, collectively, the “**Loan Documents**”).

Pursuant to the Loan Documents, Secured Party is making certain financial accommodations (the “**Loans**”) available to Grantor from time to time pursuant to the terms and conditions thereof. Secured Party is willing to make the Loans to Grantor, as provided for in the Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured party the Loan Agreement and the other Loan Documents. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Secured Party this Agreement. Grantor is willing to enter into this Agreement in order to induce Secured Party to extend the Loans to Grantor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided for such terms in the Loan Agreement.

2. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations of Grantor to Secured Party, Grantor hereby grants to Secured Party a first priority security interests in Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all United States registrations and applications for trademarks, service marks, certification marks, collective marks, trade dress, slogans, logos, Internet domain names, product configurations, trade names, business names, corporate names, and other source identifiers, whether or not registered, whether statutory or under common law, whether currently in use or not, including, without limitation, all common law rights and registrations and applications for registration thereof, and all other marks registered in the United States Patent and Trademark Office or in any office or agency of any State or Territory of the United States or of any foreign country (but excluding any United States intent-to-use trademark application prior to the filing and acceptance of a statement of use or an amendment to allege use in connection therewith to the extent that (i) a valid security interest may not be taken in such an intent-to-use trademark application under applicable law, or (ii) the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable law), and all rights therein provided by international treaties or conventions or other applicable laws, with respect to the use of any of the foregoing, all reissues, extensions, continuations and renewals and amendments of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, including, without limitation, each trade name, registered trademark, trademark application, registered service mark and service mark application listed on Schedule A attached hereto (as such Schedule A may be supplemented from time to time) (collectively, the “**Trademarks**”);

(b) all trademark licenses, including each trademark license referred to in Schedule B attached hereto (collectively, the “**Trademark Licenses**”);

(c) any and all payments, damages, claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages or obtain other legal or equitable relief, as well as all other accrued and unaccrued causes of action (whether in contract, tort, or otherwise) or rights to claim, sue or collect damages for, or enjoin or obtain other legal and equitable relief for, misuse, dilution, violation, unfair competition, or other impairment (whether past, present, or future) thereof, including expired terms;

(d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all products and proceeds of, and rights associated with, all of the foregoing, whether now or hereafter due and/or payable, including all income, fees, license royalties and proceeds of infringement suits, and supporting obligations relating to, any and all of the foregoing.

The security interests and rights granted to Secured Party hereby have been granted as a supplement to, and not in limitation of, the security interests granted to Secured Party for its benefit under the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The Loan Agreement (and all rights and remedies of Secured Party thereunder)

shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall govern.

3. Perfection; Further Assurances; Power of Attorney.

(a) Grantor acknowledges and agrees that this Agreement has been executed and delivered by Grantor for the purpose of registering the security interests of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and, if applicable, corresponding offices in other countries of the world. Grantor further agrees that it will execute and deliver to Secured Party such security agreements, assignments, and other documents and instruments as Secured Party may at any time or from time to time reasonably request that are required to perfect or protect the security interests granted to Secured Party hereby. Grantor shall also cooperate with Secured Party in obtaining appropriate waivers or subordinations of interests from such third parties in any Trademark Collateral as may be required by Secured Party in its sole and absolute discretion. Grantor authorizes Secured Party to execute alone any financing statements or other documents or instruments that Secured Party may require to perfect, protect or establish any lien or security interest granted to Secured Party by Grantor hereunder and further authorizes Secured Party to sign Grantor's name on the same and/or to file or record the same without Grantor's signature thereon.

(b) Grantor hereby appoints Secured Party as its attorney-in-fact, with full power of substitution, without notice to or asset by Grantor, in its own name or in Grantor's name to:

(1) execute, deliver, and file with the appropriate filing office, any notices of lien, financing statements, assignments, and any other documents, notices, and agreements that Secured Party reasonably deems appropriate in connection with the perfection, protection, priority, continuation, or enforcement of Secured Party's security interests in the Trademark Collateral;

(2) take any actions required of Grantor under this Agreement that Grantor fails to or is unable to take in a timely manner; and

(3) while a Default or Event of Default exists, take any actions that Secured Party deems appropriate to protect, preserve, or realize upon the Trademark Collateral or accomplish the purposes of this Agreement, and in connection with a disposition of any Trademark Collateral to assign or transfer title to such Trademark Collateral to itself or any third party purchaser, and to file with the appropriate filing office any documents necessary or advisable to implement, effectuate, or reflect the disposition.

The powers granted to Secured Party herein, being coupled with an interest, are irrevocable until all Obligations have been paid in full, and Grantor approves and ratifies all acts of the attorney-in-fact. In acting in accordance with the terms of this Agreement, Secured Party shall not be liable for any act or omission, error in judgment or mistake of law except for Secured Party's gross negligence or willful misconduct. Grantor agrees to pay the costs of the continuation of Secured Party's security interests and releases or assignments of Secured Party's interests granted herein.

4. Representations and Warranties; Covenants. Grantor represents, warrants and covenants to Secured Party, and shall be deemed to continually do so, as long as this Agreement shall remain in force, that:

(a) Grantor has good and marketable title to the Trademark Collateral as sole owner thereof. There are no existing liens on or other security interests in or to any Trademark Collateral, except for Permitted Liens and liens and security interests in favor of Secured Party. None of the Trademark Collateral is subject to any prohibition against encumbering, pledging, hypothecating or assigning the same or requires notice or consent in connection therewith;

(b) The protection of Grantor's rights in the Trademarks under United States trademark law has not expired, and there has been no finding or adjudication that the Trademarks are in the public domain;

(c) Neither Grantor's execution nor delivery of this Agreement constitutes a breach of, or a default under, any agreement, undertaking or instrument to which Grantor is a party or by which it or any of the Trademark Collateral may be affected, or would result in the imposition of any lien or other encumbrance on any Trademark Collateral;

(d) Grantor shall continually take such steps as are necessary and prudent to protect the interests of Secured Party in the Trademark Collateral granted hereunder including, but not limited to, the following:

(1) Grantor will maintain books and records relating to the Trademark Collateral satisfactory to Secured Party and allow Secured Party or its representatives access to such records and the Trademark Collateral at all reasonable times for the purpose of examining, inspecting, verifying, copying, extracting and other reasonable purposes as Secured Party may reasonably require.

(2) Grantor will maintain the Trademark Collateral and the books and records relating to the Trademark Collateral at Grantor's address indicated above, or at such other address as Secured Party shall permit, in its sole discretion, upon request to Secured Party contained in an Authenticated Record (as defined in the UCC) from Grantor.

(3) Grantor will execute and deliver to Secured Party such other and further documentation necessary to evidence, effectuate or perfect Secured Party's security interests in and to the Trademark Collateral.

(4) Grantor will keep the Trademark Collateral free of all liens, encumbrances, mortgages or security interests in, on or to any of the Trademark Collateral, or in, to or on rights thereto, except for Permitted Liens and the security interests of Secured Party pursuant to the terms hereof, and defend the Trademark Collateral against all claims and demands of third parties at any time claiming the same or any interest therein, including, without limitation: (A) promptly notifying Secured Party and providing reasonable details of any infringement, dilution, misappropriation or other violation of the Trademark Collateral; (B) diligently enforcing and defending the Trademark Collateral in a commercially reasonable manner, including suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or

dilution, and filing for opposition, interference, or cancellation against conflicting rights of any third party; (C) diligently prosecuting to allowance or final refusal any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement; and (D) taking reasonable and necessary action to preserve and maintain the Trademark Collateral, and its rights therein, including paying maintenance fees and filing applications for renewal, affidavits or declarations of use, and affidavits of incontestability, with the exception of any mark(s) included in the Trademark Collateral of which the Grantor may have permanently discontinued use for commercial reasons in the ordinary course of business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor.

(5) Grantor will not directly or indirectly (A) sell, transfer, hypothecate or otherwise dispose of the Trademark Collateral or any interest therein, in bulk or otherwise, or (B) grant any Person an option to acquire any right, title or interest in or to all or any portion of the Trademark Collateral, or (C) grant any rights in or to the Trademark Collateral, other than (i) rights to use the Trademark Collateral pursuant to the licenses and agreements described in Schedule B attached hereto, ii) licenses granted to third-parties in the normal course of business and as otherwise permitted under the Loan Agreement, and (iii) the security interests in the Trademark Collateral granted to Secured Party pursuant to the terms hereof.

(6) Grantor will use its best efforts to include proper statutory notices in connection with Grantor's use of registered Trademarks, and appropriate TM or SM notices for claimed trademarks and service marks which are not registered with the United States Patent and Trademark Office.

(7) Grantor shall give Secured Party prompt notice in writing of any additional registered or applied-for trademarks after the date hereof, provided, that such notice shall not be required to be given more than one (1) time per month. Grantor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any future registered or applied-for trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule 1.

(8) Grantor will comply in all material respects with United States laws and regulations applicable to any Trademark Collateral.

(9) Grantor promptly will notify Secured Party, providing reasonable details, of the institution of any proceeding before a governmental authority regarding the validity or enforceability of Grantor's right to register, own, or use any Trademark Collateral, and any adverse determination on the merits in any such proceeding, and shall take reasonable steps to defend its rights in the Trademark Collateral in such proceedings and other interference, reexamination, opposition, cancellation, infringement, dilution, misappropriation, and other proceedings.

(10) Grantor will maintain the standards of quality of all products manufactured, distributed, and sold, and in the performance of services provided, in

connection with Trademark Collateral at a level at least as high as on the date of this Agreement. Grantor will take all action necessary to ensure that any licensee of its Trademarks adheres to these standards of quality for goods and services provided by the licensee using the licensed Trademark.

5. Events of Default. Any of the following events or occurrences shall constitute an “**Event of Default**” under this Agreement:

(a) the occurrence of any “Event of Default” (as defined in the Loan Documents) under any of the Loan Documents;

(b) the failure of Grantor to perform or comply with any provision of this Agreement and the continuance of such failure beyond any applicable grace and/or notice period provided for herein, if any; or

(c) the occurrence of a material adverse change in the condition, marketability or value of the Trademark Collateral, unless such change is caused by an event for which insurance coverage is in effect and the proceeds of such insurance are paid to Secured Party.

6. Preservation of Trademark Collateral. Grantor agrees that Secured Party shall not have any obligation to preserve rights to any Trademark Collateral against prior parties or to marshal any Trademark Collateral of any kind for the benefit of any other creditor of Grantor or any other Person. Grantor hereby grants to Secured Party an irrevocable worldwide license or other right to use, without charge, Grantor’s labels, trademarks, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Trademark Collateral, in advertising for sale, lease or license of and selling, leasing or licensing of any Trademark Collateral and Grantor’s rights under all licenses and any franchise, sales or distribution agreements shall inure to Secured Party’s benefit for such purposes.

7. Rights and Remedies on Default.

(a) Upon the occurrence of any Event of Default, Secured Party shall have, in addition to all other rights and remedies of Secured Party under this Agreement (1) all rights and remedies granted to a secured party in the UCC, and (2) all rights and remedies with respect to the Trademark Collateral granted to Secured Party under the other Loan Documents, and (3) all rights and remedies of Secured Party with respect to the Trademark Collateral available under applicable law.

(b) Upon the occurrence of any Event of Default, Secured Party may, without demand, advertising or notice, all of which Grantor hereby waives (except as the same may be required by law), sell, lease, license, dispose of, deliver and grant options to a third party to purchase, lease, license or otherwise dispose of any and all Trademark Collateral at any time or times in one or more public or private sales or other dispositions, for cash, on credit or otherwise, at such prices and upon such terms as are commercially reasonable (within the meaning of the UCC). All requirements of reasonable notice that may be applicable under this section shall be met if such notice is mailed, postage prepaid, to Grantor at its address set forth herein or such other address as Grantor may have provided to Secured Party, in a Record, at least ten (10) days before the time of

such sale or disposition. Secured Party may, if it deems it reasonable, postpone or adjourn any sale of any Trademark Collateral from time to time by an announcement at the time and place of the sale to be so postponed or adjourned without being required to give a new notice of sale; provided, however, that Secured Party shall provide Grantor with written notice of the time and place of such postponed or adjourned sale. Secured Party may be the purchaser at any such public or private sale, and payment may be made, in whole or in part, in respect of such purchase price by the application of Obligations due from Grantor to Secured Party. Grantor shall be obligated for, and the proceeds of sale shall be applied first to, the costs of retaking, refurbishing, storing, guarding, insuring, preparing for sale, and selling the Trademark Collateral, including the fees and disbursements of attorneys, auctioneers, appraisers, consultants and accountants employed by Secured Party in its discretion. Proceeds from the sale or other disposition of Trademark Collateral shall be applied to the payment, in whatever order Secured Party may elect, of all Obligations of Grantor to Secured Party. Secured Party shall return any excess to Grantor. Upon request of Secured Party, following the occurrence of any Event of Default, Grantor will assemble and make the Trademark Collateral available to Secured Party, at a reasonable place and time designated by Secured Party. Grantor's failure to take possession of any Trademark Collateral at any time and place reasonably specified by Secured Party in an Authenticated Record (as defined in the UCC) to Grantor shall not constitute an abandonment of such Trademark Collateral unless specifically acknowledged by Secured Party in an Authenticated Record (as defined in the UCC) delivered to Grantor by Secured Party.

(c) Secured Party shall not be responsible to Grantor for loss or damage resulting from Secured Party's failure to enforce or collect any Trademark Collateral or any monies due or to become due under any liability of Grantor to Secured Party.

(d) After an Event of Default, Grantor (1) will make no change in any Trademark Collateral, and (2) shall receive as the sole property of Secured Party and hold in trust for Secured Party all monies, checks, notes, drafts, and other property (collectively called "**Items of Payment**") representing the proceeds of any Trademark Collateral including but not limited to, all royalty and other amounts paid in connection with any lease or license of the Trademark Collateral by Grantor to any third party.

(e) After an Event of Default, Secured Party may, but shall be under no obligation to: (1) notify any party that the Trademark Collateral, or any part thereof, has been assigned to Secured Party; (2) take control of any cash or non-cash proceeds of any item of the Trademark Collateral; (3) compromise, extend or renew any Trademark Collateral, or any document or instrument relating thereto, or deal with the same as it may deem advisable; and (4) make exchanges, substitutions or surrender of items comprising the Trademark Collateral.

8. Expense of Collection and Sale, Lease or License. Grantor agrees to pay all costs and expenses incurred by Secured Party in connection with the negotiation and preparation of this Agreement or any other document or instrument executed in connection herewith, in determining its rights under and enforcing the security interests created by this Agreement, including, without limitation, costs and expenses relating to taking, holding, insuring, preparing for sale, lease, license or other disposition, appraising, selling, leasing, licensing or otherwise realizing on the Trademark Collateral, and reasonable attorneys' fees and expenses in connection with any of the foregoing. All such reasonable costs and expenses shall be payable on demand, and shall bear interest at the highest rate charged on any Obligation, payable on demand, from the date of Secured

Party's payment of such costs and expenses until payment in full is made by Grantor, at the default rate of interest described in the Loan Agreement.

9. Compliance with Other Laws. Secured Party may comply with the requirements of any applicable law in connection with a sale, lease, license or other disposition of the Trademark Collateral, and Grantor hereby acknowledges and agrees that Secured Party's compliance therewith will not be considered to adversely affect the commercial reasonableness of any sale of the Trademark Collateral.

10. Warranties on Disposition. Upon the occurrence of an Event of Default, Secured Party may sell, lease, license or otherwise dispose of the Trademark Collateral without giving any warranties. Secured Party may specifically disclaim any warranties of title or the like. Grantor hereby acknowledges and agrees this procedure will not be considered to adversely affect the commercial reasonableness of any sale, lease or license of the Trademark Collateral.

11. Waiver of Rights by Grantor. Except as may be otherwise specifically provided herein, Grantor waives, to the extent permitted by law, any bonds, security or sureties required by any statute, rule or otherwise by law as an incident to any taking of possession by Secured Party of any Trademark Collateral. Grantor authorizes Secured Party, upon the occurrence of an Event of Default, to enter upon any premises owned by or leased to Grantor where the Trademark Collateral is kept, without obligation to pay rent or for use and occupancy, through self-help, without judicial process and without having first given notice to Grantor or obtained an order of any court, and peacefully retake possession thereof by securing at or removing same from such premises.

12. Release of Security Interests. Upon final and indefeasible payment in cash and performance of all Obligations in full, the Trademark Collateral shall be released from the liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of Secured Party and Grantor hereunder shall terminate, all without delivery of any instrument or any further action by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of Grantor following such termination, Secured Party shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release Secured Party's liens on and security interests in and to the Trademark Collateral that have been granted to Secured Party hereunder.

13. Limited Obligations. Secured Party shall not be liable for any diminution in value of the Trademark Collateral, and will not be obligated to collect any amounts due, redeem or realize on, or make any presentments, demands, or notices of protest in connection with, any Trademark Collateral; take any steps necessary to preserve rights in any instrument, contract, license, or lease against third parties or to preserve rights against prior parties; or take any other action to maintain, preserve, protect, or enforce any rights in the Trademark Collateral, or remove any liens or take any actions for the perfection, enforcement, collection, or protection of Trademark Collateral, except to the extent that such obligations may not be waived or varied under § 9-602 of the UCC.

14. General Provisions.

(a) Loan Agreement. This Agreement is a "Loan Document", as such term is defined in the Loan Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Loan

Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(b) Indemnity. Grantor will defend and indemnify Secured Party and its officers, employees, and agents against all losses, obligations, demands, claims, and liabilities (“**Claims**”) asserted by a third party in connection with the transactions contemplated by this Agreement, as well as all costs and expenses (including reasonable attorneys’ fees and fees of professionals) paid or incurred by Secured Party in connection with a Claim; provided that such indemnity shall not be available to the extent that such Claims resulted from the gross negligence or willful misconduct of Secured Party or its officers or employees.

(c) Waivers. Grantor expressly waives notice of nonpayment, demand, presentment, protest or notice of protest in relation to the Loan Documents or the Trademark Collateral. No delay or omission of Secured Party in exercising or enforcing any of its rights, powers, privileges, options or remedies under this Agreement shall constitute a waiver thereof, and no waiver by Secured Party of any default by Grantor shall operate as a waiver of any other default.

(d) Remedies Not Exclusive. All rights and remedies of Secured Party under this Agreement shall be cumulative and not alternative or exclusive, irrespective of any other collateral guaranty, right or remedy and may be exercised by Secured Party at such time or times and in such order as Secured Party, in its sole and absolute discretion, may determine, and are for the sole benefit of Secured Party. The exercise or failure to exercise by Secured Party of such rights and remedies shall not result in liability to Grantor or others except in the event of gross negligence or willful misconduct by Secured Party, and in no event shall Secured Party be liable for more than it actually receives as a result of the exercise or failure to exercise such rights and remedies.

(e) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) Successors. This Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon and inure to the benefit of and be enforceable by Secured Party, Grantor and their respective successors and assigns, except that Grantor may not assign its rights or obligations under this Agreement, or any other document referred to herein without the prior written consent of Secured Party. Secured Party may sell, assign, securitize or grant participation in all, or a portion, of Secured Party’s interest in the Trademark Collateral, to other financial institutions of Secured Party’s choice and on such terms as are acceptable to Secured Party in its sole and absolute discretion.

(g) Notices. Wherever this Agreement provides for notice to any party (except as expressly provided to the contrary), it shall be given by messenger, facsimile, certified U.S. mail with return receipt requested, or nationally recognized overnight courier with receipt requested, effective when received by the party to whom addressed, and shall be addressed as follows, or to such other address as the party affected may hereafter designate:

If to Secured Party: VFP Asset Funding LLC
Crystal Corporate Center
2500 N. Military Trail, Suite 465
Boca Raton, FL 33431
Attention: Portfolio Manager
Facsimile No.: 561-405-4199

With a copy to: Cullen and Dykman LLP
99 Washington Avenue, Suite 2020
Albany, NY 12210
Attn: John F. State, Esq.
Tel: (518) 788-9407
Fax: (518) 788-9410

If to Grantor: Archie Comic Publications, Inc.
629 Fifth Avenue
Pelham, NY 10803
Attention: Robert M. Wintle
Facsimile No.: (914) 381-2335

With a copy to: Farrell Fritz, P.C.
1320 RXR Plaza
Uniondale, NY 11556-1320
Attn: Lyle C. Mahler
Fax: (516) 336-2252

(h) Strict Performance. The failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Secured Party thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Secured Party of any Event of Default by Grantor under this Agreement or any other Person under any other Loan Document shall not suspend, waive or affect any other Event of Default under this Agreement or any other Loan Document, whether the same is prior or subsequent thereto and whether of the same or a different type.

(i) Construction of Agreement. The parties hereto agree that the terms and language of this Agreement were the result of negotiations between the parties, and, as a result, there shall be no prescription that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided mutually without regard to events of authorship or negotiation.

(j) Governing Law. The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

(k) Consent to Jurisdiction. Grantor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the state courts of Palm Beach County, Florida and

the United States District Court serving Palm Beach County, Florida and waive any objection based on venue or *forum non conveniens* with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Grantor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Trademark Collateral or to otherwise enforce its rights against Grantor or its property).

(l) Service of Process. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address in accordance with the notice provisions hereof, and service so made shall be deemed to be completed three (3) days after the same shall have been so deposited in the U.S. mail, or, at Secured Party's option, by service upon Grantor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Grantor shall appear in answer to such process, failing which Grantor shall be deemed in default and judgment may be entered by Secured Party against Grantor for the amount of the claim and other relief requested.

(m) WAIVER OF JURY TRIAL. GRANTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. GRANTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GRANTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(n) Miscellaneous. Secured Party shall not have any liability to Grantor (whether in tort, contract, equity or otherwise) for losses suffered by Grantor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in its sole discretion and with the exercise of ordinary care in the performance by it of the terms of this Agreement. In no event shall Secured Party or any of its Affiliates or any of their respective officers, directors, employees or agents be liable on any theory of liability for any special, indirect, consequential, exemplary or punitive damages (including any loss of profits, business or anticipated savings). Grantor hereby waives, releases and agrees not to sue upon any

such claim for any special, indirect, consequential or punitive damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(o) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

(p) Execution in Counterparts. This Agreement may be executed in separate counterparts, all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or e-mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or e-mail also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(q) Exhibits. All of the Exhibits to this Agreement are hereby incorporated by reference herein and made a part hereof.

(r) Entire Agreement; Amendments. This Agreement, any supplements hereto, and any instruments or documents delivered or to be delivered in connection herewith represents the entire agreement and understanding concerning the subject matter hereof between the parties hereto, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, term sheets, offers and contracts concerning the subject matter hereof, whether oral or written. In the event of any inconsistency between the terms of this Agreement and any schedule or exhibit hereto, the terms of this Agreement shall govern.

(s) Oral Agreements Ineffective. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND THE SAME MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(The remainder of this page is intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Agreement to be duly executed and delivered by its officer duly authorized as of the day and year first above written.

Grantor:

ARCHIE COMIC PUBLICATIONS, INC.

By: 

Name: Jonathan Goldwater
Title: Co-Chief Executive Officer

Secured Party:

VFP ASSET FUNDING LLC

By: _____

Name: Antanas Liobis
Title: Authorized Signatory

(Signature Page – CDN 03 – Trademark Security Agreement – ARCHIE)

CDSP2016

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Agreement to be duly executed and delivered by its officer duly authorized as of the day and year first above written.

Grantor:

ARCHIE COMIC PUBLICATIONS, INC.

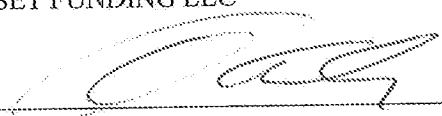
By: _____

Name: Jonathan Goldwater

Title: Co-Chief Executive Officer

Secured Party:

VFP ASSET FUNDING LLC

By: _____


Name: Antanas Liobis

Title: Authorized Signatory

(Signature Page – CDN 03 – Trademark Security Agreement – ARCHIE)

CDSP2016

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademarks

Trademark	Serial Number	Registration Number
ARCHIE COMICS	71457857	0403372
ARCHIE	72356598	0909609
ARCHIE	74652995	1966659
THE ARCHIES	77982882	4254330
ARCHIE	77983407	4254339
ARCHIE'S MAD HOUSE	77824850	4364982
ARCHIE'S SUPER TEENS	77983421	4309418
ARCHIE'S GIRLS BETTY AND VERONICA	71657682	0598225
LITTLE ARCHIE	73616470	1433856
LITTLE ARCHIE	77824823	4226017
ARCHIE BABIES	77824810	4301649
THE NEW ARCHIES	73715968	1542480
PEP COMICS	71428779	0379590
THE COMET	73638784	1455266
COSMO THE MERRY MARTIAN	77824677	4422163
BETTY	85320774	4384449
VERONICA	85320819	4481498
SABRINA THE TEENAGE WITCH	75273234	2272751
BETTY	74652998	1964080
BETTY	75335531	2149569
DILTON	73783872	1602179
FIREBALL	74158879	1734032
HILDA	73797198	1601650
JOSIE	75335523	2152642
JUGHEAD	71606450	0570560
JUGHEAD	74347273	1791599
JUGHEAD	74652997	1966660

Trademarks

Trademark	Serial Number	Registration Number
MADHOUSE	72356600	0905554
PEP	71506083	0431459
SABRINA	75335528	2152643
VERONICA	73788692	1564500
VERONICA	74652993	1966658
ZELDA	73795215	1601649
B&V	77108543	3323418
CHERYL BLOSSOM	75335530	2149568
CHERYL BLOSSOM	77983405	4258051
DESIGN ONLY	73662629	1470650
DESIGN ONLY	73670443	1476825
DESIGN ONLY	73682662	1488407
DESIGN ONLY	74652982	1965425
DESIGN ONLY	74652984	1966657
DESIGN ONLY	74652992	1965427
DESIGN ONLY	74652996	1965428
DESIGN ONLY	74653000	1966661
DESIGN ONLY	85977972	4385609
KATY KEENE	73616466	1433855
KATY KEENE	77983348	4415117
KEVIN KELLER	85979846	4426785
MISS GRUNDY	73788691	1586716
MORE SEYMOUR	77824770	4222214
MR. WEATHERBEE	73788690	1586715
NEW CRUSADERS	85979334	4373774
POP TATE	73795385	1613776
RED CIRCLE	76510736	2903766
SAM HILL	85977899	4273535
STEEL STERLING	73617403	1432942
THE FLY	73434629	1285235
THE JAGUAR	73613777	1441173
THE SHIELD	74151420	1747776
TOP-NOTCH	85214932	4296063
YOUNG SALEM	77983362	4324734
BETTY AND ME	77714347	4210355

Trademarks

Trademark	Serial Number	Registration Number
BETTY AND VERONICA	72323940	0880946
BETTY AND VERONICA	74652983	1965426
L!L JINX	77983005	4195036
PUREHEART THE POWERFUL	77983408	4254340
THAT WILKIN BOY	77824791	4264866
JOSIE AND THE PUSSYCATS	72347315	0903906
SABRINA THE TEENAGE WITCH	75273225	2219622
SAM HILL PRIVATE EYE	77983428	4380479
SABRINA THE TEEN-AGE WITCH	73245552	1165532
WILBUR	77824779	4556131
PAT THE BRAT	77824740	4257974
SEYMOUR MY SON	77824778	4448028
YOUNG DR. MASTERS	77824805	4264867
RAJ PATEL	77899271	4115419
HOT DOG	73722660	1611189
GINGER	77824731	4214318
JACKPOT	85214903	4305714
MLJ	85214897	4218566
PEP	85214937	4350567
PIPSQUEAK	77824745	4164915
SUZIE	77824688	4422164
ZIP	85214908	4305715
BLUE RIBBON	85214918	4305716
SUPER DUCK	77824681	4522148
BETTY	77983629	4514870
VERONICA	77983637	4537937
SABRINA THE TEENAGE WITCH	75273229	2775903
SABRINA THE TEENAGE WITCH	75293615	2149484
SABRINA THE TEENAGE WITCH	75363585	2208755

Trademark Applications

Trademark	Serial Number	Filing Date
ARCHIE ACTION!	86393642	September 12, 2014
LITTLE ARCHIE	85571974	March 16, 2012

Trademark Applications

Trademark	Serial Number	Filing Date
DARK CIRCLE COMICS	86393654	September 12, 2014
THE FOX	86658285	June 10, 2015
THE BLACK HOOD	86658320	June 10, 2015
CAPTAIN HERO	77824893	September 11, 2009
B&V	86419473	October 9, 2014
BETTY AND VERONICA	86419457	October 9, 2014
VERONICA	86401630	September 22, 2014
THE SHIELD	85885832	March 25, 2013
THE SHIELD	86401644	September 22, 2014

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT**

LICENSES OF TRADEMARK COLLATERAL

1. Trademark License Agreement executed June 22, 2015, by and between Grantor and B & V Couture, LLC.
2. eContent Distribution Agreement dated November 2, 2011, by and between BarnesandNoble.com LLC, as successor by assignment to Barnes and Noble, Inc., and Grantor.
3. Joint Venture Agreement dated July 1, 1967, by and between Grantor, as successor in interest to Bogart Productions, Inc., and DreamWorks Animation, as successor in interest to Hallmark Entertainment, Inc., as successor in interest to Filmation Associates (“DreamWorks”), as supplemented by the Supplement to Joint Venture agreement dated January 22, 1969, by and between Grantor and DreamWorks.
4. Agreement dated August 5, 1998, by and between Grantor and DreamWorks.
5. Amazon Reseller eBooks Agreement dated March 18, 2015, by and between Grantor, and Iconology, Inc. and each other Amazon entity specified therein.
6. Settlement Agreement dated June 18, 2010, by and between Cookie Jar Entertainment (USA) Inc. and Grantor.
7. Agreement dated as of July 28, 2014, between Warner Bros. Television, a division of WB Studio Enterprises, Inc. (“WB TV”), and Grantor.
8. Shortform Literary Option/Purchase Agreement dated as of July 28, 2014, by and between WB TV and Grantor.
9. License and Development Agreement effective as of February 29, 2012, between Grantor and GOGII Games Corp.
10. iVerse Services Agreement executed as of April 25, 2009, between Grantor and iVerse Media, LLC.
11. Undated License Agreement by and between Grantor (c/o Surge Licensing, Inc.), Mattel, Inc., and certain of Mattel, Inc.’s subsidiaries listed in Exhibit A thereto.
12. Agreement dated December 23, 2015, between Grantor and ReedPOP.
13. Licensing Agent Agreement dated as of December 10, 2015, by and between Grantor and Idea and Design Works, LLC d/b/a IDW Publishing.

14. SAAS Services Agreement dated as of March 9, 2015, between Madefire, Inc. and Grantor.
15. “Sabrina the Teenage Witch” Rights Acquisition and Co-Production Agreement dated as of March 9, 2012, by and between Grantor and Moonscoop Entertainment, LLC.