

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cricket Media, Inc.		05/16/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ZG Ventures, LLC		
Street Address:	400 7th Street, NW		
Internal Address:	Suite 304		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4936318	IN2BOOKS	
Registration Number:	4925527		
Serial Number:	86749982	EPALS	
Serial Number:	86750026	EPALS BY CRICKET MEDIA	
Serial Number:	86742912	IN2BOOKS	
Serial Number:	86613016	READ TOGETHER EVEN WHEN YOU'RE APART	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Evan P. Everist		
SIGNATURE:	/Evan P. Everist/		
DATE SIGNED:	05/18/2016		

OP \$165.00 4936318

Total Attachments: 3

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

May [16], 2016

WHEREAS, Cricket Media, Inc., a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to ZG Ventures, LLC, a Delaware limited liability company, as Bridge Senior Tranche Agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Guarantee and Collateral Agreement dated as of May 13, 2015 (the "Guarantee and Collateral Agreement") among Grantor, the other Grantors named therein and the Grantee for the payment and performance of the Obligations (as defined in the Guarantee and Collateral Agreement); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies. The provisions of the Guarantee and Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein.

Grantee's address is ZG Ventures, LLC
400 7th Street, NW, Suite 304
Washington, DC 20004
USA

IN WITNESS WHEREOF, Grantor has caused this trademark security agreement to be duly executed by its officer thereunto duly authorized as of the date hereof.

CRICKET MEDIA, INC.

By: _____

Name: *Andrew Holm*

Title: *CEO*

SCHEDULE I TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
IN2BOOKS and Design	4/12/2016	4936318
Story Bug design	3/29/2016	4925527
EPALS and Design	Pending, App. Date 9/8/2015	App. No. 86749982
EPALS BY CRICKET MEDIA and Design	Pending App. Date 9/8/2015	App. No. 86750026
IN2BOOKS and Design	Pending App. Date 8/31/2015	App. No. 86742912
READ TOGETHER EVEN WHEN YOU'RE APART	Pending App. Date 4/28/2015	App. No. 86/613016