

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390128

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ADWEEK LLC		06/30/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEDIABISTRO HOLDINGS LLC		
<b>Street Address:</b>	825 8th Ave.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3125827	ADFREAK	
Registration Number:	4447780	ADWEEK	
Registration Number:	1442070	ADWEEK	
Registration Number:	2788877	ADWEEK	
Registration Number:	2997512	ADWEEK	
Registration Number:	4800302	ADWEEK BRANDSHARE	
Registration Number:	3704982	AGENCYSPY	
Registration Number:	4269095	BRAND GENIUS	
Registration Number:	4844152	BRAND SAVE	
Registration Number:	1820584	BRANDWEEK	
Registration Number:	2331543	BRANDWEEK	
Registration Number:	4155717	FISHBOWLDC	
Registration Number:	3704983	FISHBOWLNY	
Registration Number:	3704838	GALLEYCAT	
Registration Number:	4146731	HOT LIST	
Registration Number:	4473279	HOT LIST	
Registration Number:	3656078	MEDIA JOBMARKET	
Registration Number:	2331542	MEDIAWEEK	
Registration Number:	1628290	MEDIAWEEK	
<b>TRADEMARK</b>			

CH \$615.00 3125827

Property Type	Number	Word Mark
Registration Number:	4253844	NEXTECH
Registration Number:	3982312	SOCIAL TIMES
Registration Number:	3526648	TVNEWSER
Registration Number:	4144302	TVSPY
Registration Number:	4293500	YOUNG EXECUTIVE LAB

**CORRESPONDENCE DATA**

Fax Number: 2128911699

*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: 212-891-1618

Email: cduran@jenner.com

Correspondent Name: Carole A. Duran

Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Carole A. Duran
SIGNATURE:	/carole a. duran/
DATE SIGNED:	07/01/2016

**Total Attachments: 5**

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## TRADEMARK COLLATERAL AGREEMENT

This 30<sup>th</sup> day of June, 2016, ADWEEK LLC, a Delaware limited liability company (“Debtor”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to MEDIABISTRO HOLDINGS LLC, a Delaware limited liability company, and its successors and assigns (“Secured Party”), a lien on and continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Trademark Collateral”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the “Security Agreement”).

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party.

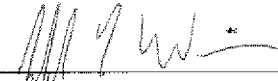
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

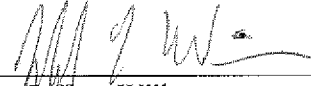
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ADWEEK LLC

By:   
Name: Jeffrey Wilbur  
Title: Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

MEDIABISTRO HOLDINGS LLC

By:   
Name: Jeffrey Wilbur  
Title: Chief Executive Officer

**SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS**

<b>Registration Number</b>	<b>Mark</b>	<b>Registered Owner</b>	<b>Jurisdiction</b>
3,125,827	ADFREAK	ADWEEK LLC	US
00091207	ADWEEK	ADWEEK LLC	EUROPEAN UNION
4,447,780	ADWEEK (Awards)	ADWEEK LLC	US
1,442,070	ADWEEK (Stylized)	ADWEEK LLC	US
2,788,877	ADWEEK (word mark - Class 16)	ADWEEK LLC	US
2,997,512	ADWEEK (word mark - Class 41)	ADWEEK LLC	US
4113957	ADWEEK (word mark - Classes 35, 41, 42)	ADWEEK LLC	EUROPEAN UNION
TMA676270	ADWEEK (word mark)	ADWEEK LLC	CANADA
4,800,302	ADWEEK BRANDSHARE	ADWEEK LLC	US
3,704,982	AGENCYSPY	ADWEEK LLC	US
-	Blocking Registration for BRANDWEEK.SUCKS	ADWEEK LLC	US
4,269,095	BRAND GENIUS	ADWEEK LLC	US
4,844,152	BRAND SAVE	ADWEEK LLC	US
1,820,584	BRANDWEEK	ADWEEK LLC	US
TMA574,863	BRANDWEEK	ADWEEK LLC	CANADA

<b>Registration Number</b>	<b>Mark</b>	<b>Registered Owner</b>	<b>Jurisdiction</b>
126,573	BRANDWEEK	ADWEEK LLC	EUROPEAN UNION
App. 2014/38124	BRANDWEEK	ADWEEK LLC	TURKEY
2,331,543	BRANDWEEK	ADWEEK LLC	US
4,155,717	FISHBOWLDC	ADWEEK LLC	US
3,704,983	FISHBOWLNY	ADWEEK LLC	US
3,704,838	GALLEYCAT	ADWEEK LLC	US
4,146,731	HOT LIST	ADWEEK LLC	US
4,473,279	HOT LIST	ADWEEK LLC	US
3,656,078	MEDIA JOB MARKET	ADWEEK LLC	US
2,331,542	MEDIAWEEK	ADWEEK LLC	US
1,628,290	MEDIAWEEK	ADWEEK LLC	US
126,383	MEDIAWEEK	ADWEEK LLC	EUROPEAN UNION
4,253,844	NEXTECH	ADWEEK LLC	US
3,982,312	SOCIAL TIMES	ADWEEK LLC	US
3,526,648	TVNEWSER	ADWEEK LLC	US
4,144,302	TVSPY	ADWEEK LLC	US
4,293,500	YOUNG EXECUTIVE LAB	ADWEEK LLC	US