

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOVEN DIGITAL, INC.		06/15/2016	Corporation: DELAWARE
UPROXX MEDIA, INC.		06/15/2016	Corporation: DELAWARE
SPLITTING FOURS PRODUCTIONS, LLC		06/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MULTIPLIER CAPITAL, LP		
Street Address:	2 WISCONSIN CIRCLE, SUITE 700		
City:	CHEVY CHASE		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3742194	HITFIX	
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:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F164628		
NAME OF SUBMITTER:	Robin Dunn		
SIGNATURE:	/Robin Dunn/		
DATE SIGNED:	08/02/2016		
Total Attachments: 4			
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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement to Intellectual Property Security Agreement is entered into as of June 15, 2016 by and between **Multiplier Capital, LP** ("Multiplier") and **Woven Digital, Inc.**, a Delaware corporation, **UPROXX Media, Inc.**, a Delaware corporation, and **Splitting Fours Productions, LLC**, a Delaware limited liability company (jointly and severally, "Grantor"), with reference to the following facts:

RECITALS

A. Multiplier and Grantor previously entered into (a) a Loan and Security Agreement dated as of December 31, 2015 (as amended from time to time, the "Loan Agreement") and (b) an Intellectual Property Security Agreement dated as of December 31, 2015 (as amended from time to time, the "IP Security Agreement"). (Capitalized terms that are used but not defined herein shall have the meanings provided for in the IP Security Agreement.)

B. Multiplier and Grantor now desire to amend and supplement the IP Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby represent, warrant, covenant and agree as follows:

AGREEMENT

The IP Security Agreement is hereby amended and supplemented by adding the Intellectual Property listed on Schedule A hereto to Schedule A of the IP Security Agreement and adding the Intellectual Property listed on Schedule B hereto to Schedule C of the IP Security Agreement. References to Schedules contained in the IP Security Agreement shall be deemed to refer to such Schedules as supplemented by the Schedules attached hereto. Without limitation on the generality of the foregoing, (1) to secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants and pledges to Multiplier a security interest in all of Grantor's right, title and interest in, to and under the intellectual property described on the Schedules hereto (including without limitation the Patents, Trademarks, and Copyrights, if any, described thereon, and including without limitation (a) any and all claims for damages by way of past, present and future infringements of any of the intellectual property rights, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights, (b) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights, (c) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents, and (d) all proceeds and products of the intellectual property, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the intellectual property), and (2) Grantor represents and warrants to Multiplier that, other than as set forth on the Schedules to the IP Security Agreement (as amended and supplemented by the Schedules hereto), it has no trademarks or patents registered with the United States Patent and Trademark Office, or copyrights registered with the United States Copyright Office, or any pending applications therefor.

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This Agreement is part of the IP Security Agreement and the provisions thereof are incorporated herein. The parties are authorized to attach to the IP Security Agreement a copy of the Schedules hereto. This Agreement may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, for all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Supplement to Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WOVEN DIGITAL, INC.

By: [Signature]
Name: Celia Dizon
Title: CEO

GRANTOR:

SPLITTING FOURS PRODUCTIONS, LLC

By: [Signature]
Name: Jeremy Kenik
Title: Secretary

GRANTOR:

UPROXX MEDIA, INC.

By: [Signature]
Name: Brian M/W
Title: President.

MULTIPLIER:

MULTIPLIER CAPITAL, LP

By: Multiplier Capital GP, LLC,
Its General Partner
By: [Signature]
Title: Managing Member

SCHEDULE A

Description

**Registration /
Serial #**

**Registration / Filing
Date**

The Following are the Trademarks owned by SPLITTING FOURS PRODUCTIONS, LLC

HITFIX	3742194 / 77764001	January 26, 2010 / June 19, 2009
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SCHEDULE B

Woven Digital, Inc. Copyrights

<u>Title of Work</u>	<u>Registration #</u>	<u>Registration Date</u>
The Truth - About Large Earthquakes	PA 1-977-377	12/4/15
The Truth - Hypnosis Works	PA 1-977-379	12/7/15
The Truth - About Falling Bullets	PA 1-977-401	12/4/15
The Truth - Subliminal Messaging Is Real	PA 1-977-373	12/4/15
The Truth - About Bath Salts	PA 1-977-376	12/4/15
The Truth - Service Animals	PA 1-977-375	12/4/15
G-Eazy - The Pri\$e of Fame	PA 1-977-405	12/4/15
The Truth - You Can Shatter a Glass With Your Voice	PA 1-977-371	12/4/15
The Truth - Your Secrets Aren't Safe	PA 1-977-406	12/4/15
The Truth - Your Penis Could Save Your Life	PA 1-977-403	12/4/15
UPROXX Presents Nashville's Exit/In	PA 1-977-404	12/4/15
Where History Happens: Chicago	PA 1-977-407	12/4/15
AWOLNATION - Aaron Bruno	PA 1-977-402	12/4/15
Uncharted - AFRO	PA 1-977-386	12/7/15
Uncharted - Madisen and Mama Bear	PA 1-977-385	12/4/15
Underbelly - GKC	PA 1-977-384	12/4/15
Human - J Boogie	PA 1-977-399	12/4/15
Human - George Vlagos	PA 1-977-395	12/4/15
Human - Jake Weidmann	PA 1-977-393	12/4/15
Human - Taber Nash	PA 1-977-390	12/4/15
Human - Jon Wegener	PA 1-977-387	12/4/15
Human - Cameron Weis	PA 1-977-382	12/7/15

Woven Digital, Inc. Copyright Applications

<u>Title of Work</u>	<u>Case Number</u>	<u>Application Date</u>
Trump NFL Logos	1-2968950601	1/4/16
Uncharted - Kaki	1-3175113492	3/10/16
Uncharted - Jared	1-3175113431	3/10/16
Uncharted - Joshua James	1-3174755223	3/10/16
Uncharted - NGHTMRE	1-3174679098	3/10/16
Uncharted - Boots	1-3174678993	3/10/16
Uncharted - Sleepy Man	1-3174678758	3/10/16
Param Jaggi - Meet The 21-Year Old Redefining Sustainability	1-3174678711	3/10/16

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