

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM396432

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glixel LLC		08/26/2016	CORPORATION DELAWARE Limited Liability Company
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
Internal Address:	41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Federal Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86857688	GLIXEL	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Paige Amundson		
SIGNATURE:	/Paige Amundson/		
DATE SIGNED:	08/26/2016		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”), effective as of August 26, 2016 is made by Glixel LLC, a Delaware limited liability company located at 49 Powell Street 6th Floor, San Francisco, California 94102 (the “Additional Grantor”), in favor of JPMorgan Chase Bank, N.A., a federal bank located at 270 Park Avenue, 41st Floor, New York, New York 10017, as Administrative Agent (the “Agent”) for the benefit of the Lenders (as defined in the Credit Agreement described below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of May 19, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Wenner Media LLC (the “Borrower”), the Agent, and the banks and other financial institutions and entities from time to time parties thereto (the “Lenders”), the Lenders have severally agreed to make Loans (as defined in the Credit Agreement) and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Additional Grantor has entered into an assumption agreement (the “Assumption Agreement”) to the Guarantee and Collateral Agreement, dated as of October 2, 2006 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Assumption Agreement, the Additional Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in its Intellectual Property, including the Trademarks; and

WHEREAS, the Additional Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Additional Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Assumption Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Additional Grantor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Additional Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Agent and the Lenders in connection with the Assumption Agreement and Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

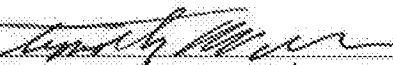
SECTION 4. Acknowledgment. Additional Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent for the benefit of the Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Assumption Agreement and Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

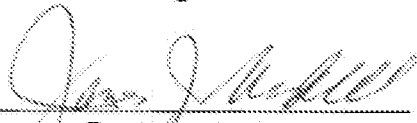
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GLIXEL LLC

By: 
Name: Timothy Walsh
Title: Vice President + CFO

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Name: **James J. McDonnell**
Title: **Authorized Signer**

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Application No.
GLIXEL	86/857,688