

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM396511

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fuse, LLC		08/26/2016	Limited Liability Company: DELAWARE
FM Networks LLC		08/26/2016	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	86497986	WE DECIDE OUR AMERICA
Serial Number:	86661822	KNOCKOUT
Serial Number:	86498009	FUSE MEDIA
Serial Number:	86522022	FUSE MEDIA NETWORKS
Serial Number:	86676315	THE RABBIT HOLE
Serial Number:	86811367	FM QUICKIE
Serial Number:	86862060	HARD CORPS
Serial Number:	86901469	THE MIXTAPE
Serial Number:	86901471	FUSE TV'S THE MIXTAPE
Serial Number:	87004601	MODEL LATINA
Serial Number:	87044063	SATURDAY MORNING FEVER
Serial Number:	87045659	RIFFS
Serial Number:	87045666	RIFFS
Serial Number:	87076089	CORPS NATION
Serial Number:	86522030	FM NETWORKS
Serial Number:	86477683	WHITE GUY TALK SHOW

CH \$490.00 86497986

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86621153	WHITE GUY* TALK SHOW
Serial Number:	86624260	TRANSCENDENT
Serial Number:	86733421	WRISTBANDED

CORRESPONDENCE DATA

Fax Number: 2123548113

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: 2128198437

Email: iprecordations@whitecase.com

Correspondent Name: Andrew Fessak / White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1155735- 0082-L181
NAME OF SUBMITTER:	Andrew Fessak
SIGNATURE:	/Andrew Fessak/
DATE SIGNED:	08/26/2016

Total Attachments: 5

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This Supplemental Trademark Security Agreement (this “Supplemental Trademark Security Agreement”), dated as of August 26, 2016, by Fuse, LLC, a Delaware limited liability company, and FM Networks LLC, a New York limited liability company (each, a “Pledgor” and collectively, the “Pledgors”), and Jefferies Finance LLC, in its capacity as Collateral Agent (in such capacity, the “Collateral Agent”) pursuant to the Credit Agreement, dated as of July 1, 2014, among Fuse Media, LLC (formerly known as SiTV Media, LLC), the Borrowers party thereto, the Collateral Agent, in its capacity as administrative agent, and the lending institutions and other entities from time to time party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

W I T N E S S E T H:

WHEREAS, each Pledgor is a party to a Security Agreement of even date with the Credit Agreement (the “Security Agreement”) in favor of the Collateral Agent pursuant to which each Pledgor is required to execute and deliver this Supplemental Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of each such Pledgor (collectively, the “Trademark Collateral”):

- (a) all Trademarks of each such Pledgor, including as listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks;
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets); and
- (d) all causes of action arising prior to or after the date hereof for infringement of any of the trademarks or unfair competition regarding the same.

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein

as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

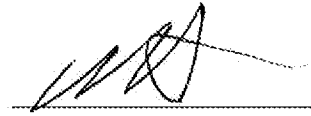
SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations for which no claim or demand has been made and that, pursuant to the provisions of the Credit Agreement or the Security Documents, survive the termination thereof), upon written request of a Pledgor, the Collateral Agent shall (at such Pledgor's sole cost and expense) execute, acknowledge, and deliver to that Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Pledgor's Trademarks under this Supplemental Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Fuse, LLC, as Pledgor

By:

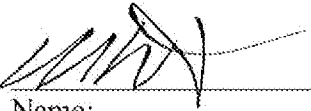


Name:

Title:

FM Networks LLC, as Pledgor

By:



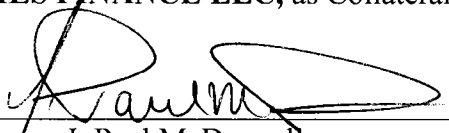
Name:

Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC, as Collateral Agent

By:


Name: J. Paul McDonnell
Title: Managing Director

SCHEDULE 1
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Fuse, LLC

No.	Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
1.	Fuse, LLC	WE DECIDE OUR AMERICA	86497986	1/7/15	4794592	8/18/15
2.	Fuse, LLC	KNOCKOUT	86661822	6/14/15	4944638	4/26/16
3.	Fuse, LLC	FUSE MEDIA	86498009	1/7/15		
4.	Fuse, LLC	FUSE MEDIA NETWORKS	86522022	2/2/15		
5.	Fuse, LLC	THE RABBIT HOLE	86676315	6/26/15		
6.	Fuse, LLC	FM QUICKIE	86811367	11/5/15		
7.	Fuse, LLC	HARD CORPS	86862060	12/30/15		
8.	Fuse, LLC	THE MIXTAPE	86901469	2/8/16		
9.	Fuse, LLC	FUSE TV'S THE MIXTAPE	86901471	2/8/16		
10.	Fuse, LLC	MODEL LATINA	87004601	4/18/16		
11.	Fuse, LLC	SATURDAY MORNING FEVER	87044063	5/19/16		
12.	Fuse, LLC	RIFFS	87045659	5/20/16		
13.	Fuse, LLC	RIFFS	87045666	5/20/16		
14.	Fuse, LLC	CORPS NATION	87076089	6/17/16		

FM Networks LLC

No.	Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
1.	FM Networks LLC	FM NETWORKS	86522030	2/2/15		
2.	FM Networks LLC	WHITE GUY TALK SHOW	86477683	12/11/14	4933573	4/5/16
3.	FM Networks LLC	WHITE GUY* TALK SHOW	86621153	5/6/15	4870432	12/15/15
4.	FM Networks LLC	TRANSCENDENT	86624260	5/8/15		
5.	FM Networks LLC	WRISTBANDED	86733421	8/21/15		