

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406714

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CPX INTERACTIVE, LLC		10/31/2016	Limited Liability Company: NEW YORK
CPX INTERACTIVE HOLDINGS, LP		10/31/2016	Limited Partnership: DELAWARE
SQUID INK SQUAD, LLC		10/31/2016	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	GIBRALTAR BUSINESS CAIPTAL, LLC
Street Address:	400 SKOKIE BOULEVARD
Internal Address:	SUITE 375
City:	NORTHBROOK
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4510229	CPXI
Registration Number:	4571499	CPXI
Registration Number:	4781947	CONSUMED MEDIA
Registration Number:	4781949	PRESSROOMVIP
Registration Number:	3404533	CPXINTERACTIVE
Registration Number:	3368611	CPX INTERACTIVE
Registration Number:	4905008	ADREADY
Registration Number:	4859854	ZESTVIP
Registration Number:	4866000	THE FARCE REPORT
Registration Number:	4819823	LOCKERROOMVIP
Registration Number:	4789383	HIP HOP MY WAY

CORRESPONDENCE DATA

Fax Number: 3127826690

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3127829000
Email: NKONDZIOLKA@RSPLAW.COM
Correspondent Name: ANDREW M. SACHS, ESQ.
Address Line 1: 180 N. LA SALLE ST. SUITE 3300
Address Line 4: CHICAGO, ILLINOIS 60601

NAME OF SUBMITTER:	ANDREW M. SACHS, ESQ.
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SIGNATURE:	/ANDREW M. SACHS/
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DATE SIGNED:	11/28/2016
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Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (the "Agreement"), dated as of October 31, 2016, by and among **CPX INTERACTIVE, LLC**, a New York limited liability company ("CPX"), **CPX INTERACTIVE HOLDINGS, LP**, a Delaware limited partnership ("Holdings"), **SQUID INK SQUAD, LLC** a New York limited liability company ("SIS") (together with CPX and Holdings, individually and collectively, on a joint and several basis, the "Debtor") and **GIBRALTAR BUSINESS CAPITAL, LLC**, a Delaware limited liability company ("Secured Party").

The Debtor and the Secured Party are parties to (x) that certain Intellectual Property Security Agreement, dated as of October 31, 2016 (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "**IP Security Agreement**"), and (y) that certain Loan and Security Agreement, dated as of the date hereof, by and among the Debtor and Secured Party (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**" and, together with the IP Security Agreement, the "**Security Agreements**"), pursuant to which the Secured Party has agreed to extend credit to the Debtor subject to the terms and conditions set forth therein. Pursuant to the Security Agreements, the Debtor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreements.

SECTION 2. Grant of Security Interest. As security for the payment of the Obligations, the Debtor hereby pledges and collaterally assigns to, and grants the Secured Party a security interest in the Trademarks listed on Schedule I attached hereto ("**Trademark Collateral**") to secure payment of the Obligations.

SECTION 3. Recordation. The Debtor authorizes the Commissioner for Trademarks to record and register this Agreement with the United States Patent and Trademark Office upon request by the Secured Party.

SECTION 4. Security Agreements. The security interests granted to the Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Security Agreements. The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Trademark Collateral are more fully set forth in the Security Agreements, the terms and provisions of each of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreements, the terms of the Security Agreements shall govern.


SECTION 5. Governing Law. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written above.

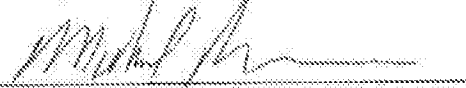
CPX INTERACTIVE, LLC

By: 
Name: Michael Fleischman
Title: Chief Financial Officer

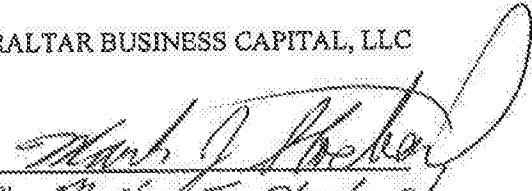
CPX INTERACTIVE HOLDINGS, L.P.

By: 
Name: Michael Fleischman
Title: Chief Financial Officer and Secretary

SQUID INK SQUAD, LLC

By: 
Name: Michael Fleischman
Title: Chief Financial Officer

GIBRALTAR BUSINESS CAPITAL, LLC

By: 
Name: Mark J. Stober
Title: C.C.O.

Signature Page to Trademark Security Agreement

SCHEDULE I

TRADEMARKS

Mark	Jurisdiction	Registration Number	Registration Date/Status	Record Owner
CPXI	US	4510229	04/08/2014	CPX Interactive LLC
CPXI	US	4571499	07/22/2014	CPX Interactive LLC
CONSUMED MEDIA	US	4781947	07/28/2015	CPX Interactive LLC
PRESSROOMVIP	US	4781949	07/28/2015	CPX Interactive LLC
CPXINTERACTIVE	US	3404533	04/1/2008	CPX Interactive LLC
CPX INTERACTIVE	US	3368611	01/15/2008	CPX Interactive LLC
ADREADY	US	4905008	02/23/2016	CPX Interactive LLC
ZESTVIP	US	4859854	11/24/2015	CPX Interactive LLC
THE FARCE REPORT	US	4866000	12/08/2015	CPX Interactive LLC
LOCKERROOMVIP	US	4819823	09/22/2015	CPX Interactive LLC
HIP HOP MY WAY	US	4789383	08/11/2015	Squid Ink Squad, LLC