

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wow Media Products, Inc.		01/04/2017	Corporation:
RECEIVING PARTY DATA			
Name:	BankUnited, N.A.		
Street Address:	445 Broadhollow Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4074810	PUREWOW	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.cannata@rivkin.com		
Correspondent Name:	Rivkin Radler LLP		
Address Line 1:	926 RXR Plaza		
Address Line 4:	Uniondale, NEW YORK 11556		
NAME OF SUBMITTER:	Michael C. Cannata		
SIGNATURE:	/Michael C. Cannata/		
DATE SIGNED:	01/13/2017		
Total Attachments: 5			
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TRADEMARK
REEL: 005965 FRAME: 0685

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **WOW MEDIA PRODUCTS INC.**, a Delaware corporation (the "*Grantor*"), is obligated to **BANKUNITED, N.A.** (the "*Secured Party*") pursuant to that certain loan and security agreement dated as of April 25, 2016, as amended (as further amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), by and among the Grantor, certain of Grantor's affiliates, and the Secured Party.

Pursuant to the Loan Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered or pending registration in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Loan Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Loan Agreement).


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 14817 Oak Lane, Miami Lakes, Florida 33016.

(Signature Page Follows)

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 4th day of January, 2017.

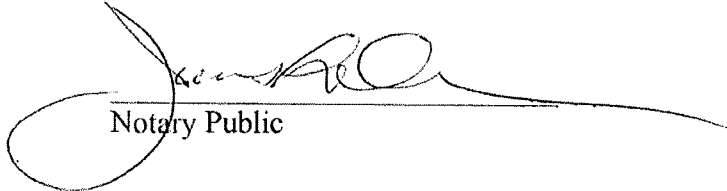
WOW MEDIA PRODUCTS INC.

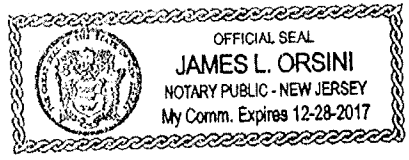
By: 
Name: Marc Yudkin
Title: Secretary

(Signature Page to Grant of Trademark Security Interest – Wow Media Products Inc.)

STATE OF NEW ^{Jersey}YORK)
COUNTY OF ^{Essex}) ss.:

On the ^{10th} day of JANUARY in the year 2017 before me, the undersigned, personally appeared MARC TUDKIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public



(Notary Page to Grant of Trademark Security Interest – Wow Media Products Inc.)

**SCHEDULE 1
TO
GRANT OF SECURITY INTEREST (TRADEMARKS)
BY WOW MEDIA PRODUCTS INC.**

Dated as of January 10 , 2017

MARK	SERIAL NO.	REGISTRATION NO.
PUREWOW	85050495	4074810

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