

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GIGAMONSTER, LLC		02/06/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	NEWSTAR LOAN FUNDING, LLC		
Street Address:	500 BOYLSTON STREET		
Internal Address:	SUITE 1250 (Attn: Robert F. Milordi)		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3183622	FASTPASS	
Registration Number:	4919628	GIGAMONSTER	
Registration Number:	4902940	SCARY FAST	
Registration Number:	4902938	SCARY FAST INTERNET	
Serial Number:	86970639	BOX AV AUDIO VIDEO AUTOMATION	
Serial Number:	86970716	BOX AV AUDIO VIDEO AUTOMATION	
CORRESPONDENCE DATA			
Fax Number:	6157243353		
<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:	615-724-3253		
Email:	pkustos@burr.com		
Correspondent Name:	Lindsey R. Arnold		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2300		
Address Line 4:	Nashville, TENNESSEE 37219		
NAME OF SUBMITTER:	Lindsey R. Arnold		
SIGNATURE:	/Lindsey R. Arnold/		

CH \$165.00 3183622

DATE SIGNED:

02/08/2017

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made and effective as of the 6th day of February, 2017 (the "Effective Date"), by and between **GIGAMONSTER, LLC**, a Florida limited liability company, (along with its successors and assigns, "Borrower"), and **NEWSTAR LOAN FUNDING, LLC**, a Delaware limited liability company (along with its successors and assigns, "Lender").

RECITALS:

Reference is hereby made to that certain Loan Agreement of even date herewith between Borrower and Lender (as amended, extended, modified or renewed, the "Loan Agreement"). All capitalized terms used herein without definition shall have the respective meanings set forth in the Loan Agreement. In order to induce Lender to enter into the Loan Agreement and the transactions contemplated thereby, and as a condition thereto, Borrower has agreed to execute and deliver this Agreement. This Agreement is a Security Instrument under the terms of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby mutually promise and agree as follows:

1. As collateral security for the prompt and punctual payment and performance of the Obligations, and for the prompt performance by Borrower of its obligations and undertakings under this Agreement, Borrower hereby collaterally assigns, pledges, hypothecates and grants to Lender a Lien upon and a continuing security interest in all right, title and interest of Borrower in, to and under the following Property owned by Borrower, in each case subject to the existing security interests and encumbrances listed on Schedule C attached hereto (the "Permitted Encumbrances");

(a) All trademarks, trademark registrations, trademark applications, trade names, patents, patent registrations and patent applications, whether now existing or hereafter acquired, including, without limitation, any of the foregoing listed on Schedule A attached hereto and made a part hereof, together with (i) all continuations, divisions, renewals, or reissues thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing being collectively referred to herein as the "Patents and Trademarks");

(b) All copyrights, trade secrets, and other intellectual property of every kind or character, whether now existing or hereafter acquired, including, without limitation, any of the foregoing listed on Schedule B attached hereto and made a part hereof, together with (i) all continuations, divisions, renewals, or reissues thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing being collectively referred to herein as the "Other Rights");

(c) The goodwill of Borrower's business connected with and symbolized by the Patents and Trademarks and the Other Rights (the "Goodwill"); and

(d) All rents, revenues, issues, profits, royalties, income, damages, substitutions, replacements, products and proceeds of any of the foregoing (the “Proceeds”).

The Patents and Trademarks, the Other Rights, the Goodwill and the Proceeds are collectively referred to herein as the “Intellectual Property Collateral”. Notwithstanding the foregoing, the Intellectual Property Collateral does not include any intent to use federal trademark applications if and during the period when grant of a Lien thereupon or a security interest therein would impair the registrability of the applications or the enforceability of registrations issuing from them.

2. Borrower covenants, warrants and represents that:

(a) Set forth on Schedule A attached hereto is a true and complete list of all of Borrower's issued patents, pending federal trademark applications and issued federal trademark registrations.

(b) Set forth on Schedule B attached hereto is a true and complete list of all of Borrower's registered copyrights and domain name registrations.

(c) Borrower is the sole and exclusive owner of all of the Intellectual Property Collateral, free and clear of all liens and encumbrances, except for the following: (i) the Permitted Encumbrances; and (ii) the security interest created by this Agreement and the other Loan Documents. Borrower will use commercially reasonable efforts, and exercise reasonable business judgment in deciding whether, to defend the right, title and interest in and to the Intellectual Property Collateral against any and all claims of any third parties.

(d) To Borrower's knowledge, the Intellectual Property Collateral set forth on Schedules A and B is subsisting and has not been adjudged invalid or unenforceable in any material part, and Borrower has not received any claim by any third party that any such Intellectual Property Collateral is invalid or unenforceable.

(e) The execution, delivery and performance of this Agreement by Borrower does not (i) violate, conflict with, result in a breach of, constitute a default under, result in the termination of, or result in the creation of any encumbrances, other than the lien granted under this Agreement, upon any of the Intellectual Property Collateral, under any agreement to which Borrower is a party or by which Borrower is bound, or (ii) violate any laws, rules, regulations or orders applicable to any of the Intellectual Property Collateral.

(f) Borrower has used, and will continue to use for the duration of this Agreement, reasonably consistent standards of quality in its manufacture, production or use of any products or processes made or sold under, or otherwise utilizing, the Intellectual Property Collateral.

(g) Until all of the Obligations of Borrower under the Loan Agreement have been satisfied in full, Borrower shall exercise reasonable business judgment in making decisions whether to acquire additional Intellectual Property Collateral, whether to file applications for, register, maintain, renew, cease use of, enter into settlement or co-existence agreements, or license any Intellectual Property Collateral, or whether to bring claims, oppositions or cancellations actions against third parties in connection with protecting the Intellectual Property Collateral, provided that Borrower shall not assign or grant exclusive licenses in any of the Intellectual Property Collateral without the prior written consent of Lender, which consent shall not be unreasonably withheld, provided, however that with respect to (i) the trademark “GIGAMONSTER,” Registration No. 4,919,628, (ii) the trademark “SCARY FAST,” Registration No. 4,902,940 and (iii) the trademark “SCARY FAST INTERNET,”

Registration No. 4,902,938 (collectively, the “Material Trademarks”), Borrower shall take any and all actions as are necessary or appropriate to properly maintain, protect, preserve, care for, and enforce the Material Trademarks, including, without limitation, the payment when due of such fees, taxes, and other expenses which shall be incurred or which shall accrue with respect to the Material Trademarks.

(h) If Lender deems it necessary to perfect Lender's security interest in the Intellectual Property Collateral conveyed hereunder, and subject to the Permitted Encumbrances, Borrower shall authorize Lender to record this Agreement with the United States Patent and Trademark Office, the United States Copyright Office, and any other government or public office or agency of the United States of America or a state office or agency, as applicable, and, except for these filings, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body of the United States of America is required either (i) for the grant by Borrower of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Borrower or (ii) for the perfection or the exercise by Lender of its rights and remedies hereunder.

(i) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Borrower with respect to any of the Intellectual Property Collateral is accurate and complete in all material respects.

3. Borrower hereby grants to Lender and its employees, representatives and agents the right, upon reasonable prior notice to Borrower, to visit during regular business hours any of Borrower's plants and facilities that manufacture, inspect or store products that utilize any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto, provided that Lender shall not interfere with the daily operations of Borrower. Borrower shall do any and all acts reasonably required by Lender to ensure Borrower's compliance with Section 2(f).

4. Borrower agrees that, until all of the Obligations of Borrower under the Loan Documents shall have been satisfied in full and the Lender has no further commitments to lend under the Loan Documents, Borrower will not sell, assign, transfer, license or sub-license any of its rights or interests with respect to the Material Trademarks, without the prior written consent of Lender, not to be unreasonably withheld.

5. If, before the Obligations of the Borrower shall have been satisfied in full and all of Lender's commitments to lend under the Loan Documents have been terminated, Borrower shall obtain ownership rights to any new or additional Intellectual Property Collateral, the provisions of this Agreement shall automatically apply to such ownership rights and Borrower shall give Lender prompt written notice thereof.

6. Borrower authorizes Lender to modify this Agreement by amending Schedules A and B to include therein any issued patents, federal trademark applications, federal trademark registrations or registered copyrights of which Borrower gives notice pursuant to Section 5 above, without the necessity of Borrower's approval of or signature to such amendment, and Borrower shall do all such other acts (at its own expense) deemed reasonably necessary or appropriate by Lender to implement or preserve Lender's interests therein. All representations and warranties of Borrower set forth herein shall be deemed to be restated by Borrower as of the date of any such amendment of or supplement to Schedules A or B with full force and effect with respect to such added Intellectual Property Collateral as though made on such date, except to the extent Borrower notifies Lender otherwise in the notice provided in Section 5.

7. If any Event of Default shall have occurred and be continuing, then Lender shall have, in addition to all other rights and remedies given by this Agreement, and subject to the Permitted

Encumbrances, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon all or from time to time any part of the Intellectual Property Collateral, or any interest which Borrower may have therein, and after deducting from the proceeds of sale or other disposition of any part of the Intellectual Property Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds to the payment of the Obligations of Borrower. Any remainder of the proceeds after payment in full of the Obligations of Borrower shall be paid over to Borrower. Written notice of any sale or other disposition of any part of the Intellectual Property Collateral shall be given to Borrower at least ten (10) days before the time of any intended public or private sale or other disposition thereof is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of any of the Intellectual Property Collateral sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released.

8. Subject to the terms of the Loan Agreement, at such time as Borrower shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Borrower all deeds, assignments, termination statements under the Uniform Commercial Code, and other instruments as may be necessary or proper to release Lender's security interest in and/or re-vest in Borrower full title to any part of the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any part of the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any part of the Intellectual Property Collateral, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

10. Borrower shall have the right, subject to any restrictions imposed thereon in the Permitted Encumbrances, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any part of the Intellectual Property Collateral, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this Section 10.

11. In the event of the occurrence of an Event of Default under the Loan Agreement, and subject to the Permitted Encumbrances, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use any of the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under any of the Intellectual Property Collateral to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Intellectual Property Collateral to anyone else.

Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be coupled with an interest and irrevocable until this Agreement shall terminate pursuant to the terms herein.

12. If Borrower fails to comply with any of its obligations hereunder, Lender shall provide Borrower with at least ten days prior written notice to cure and, absent such cure, may do so in Borrower's name or in Lender's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Lender in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining any of the Intellectual Property Collateral.

13. This Agreement is supplemental to the Loan Agreement, and in no event shall this Agreement, or the recordation of this Agreement or any other documents in connection herewith with the United States Patent and Trademark Office, the United States Copyright Office, or any other government or public office or agency of the United States of America, adversely affect or impair, in any way or to any extent, the other Loan Documents, and the security interest of Lender in the Collateral (including the Intellectual Property Collateral) pursuant to the other Loan Documents, provided that the security interest of Lender in the Intellectual Property Collateral shall be subject to the Permitted Encumbrances. Any and all rights and interests of Lender in and to the Intellectual Property Collateral (and any and all obligations of Borrower with respect to the Intellectual Property Collateral) provided herein, or arising hereunder or in connection herewith, shall, subject to the Permitted Encumbrances, only supplement and be cumulative and in addition to the rights and interests of Lender (and the obligations of Borrower) in, to, or with respect to the Collateral (including Intellectual Property Collateral) provided in or arising under or in connection with the other Loan Documents.

14. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Lender's rights and remedies with respect to any of the Intellectual Property Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. Notices that are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Agreement, in the manner and within the time specified in the Loan Agreement.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the New York, without reference to applicable conflict of law principles.

21. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile signatures of this Agreement shall have the same force and effect as original signatures.

[Signature Contained on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed and delivered as of the Effective Date.

BORROWER:

GIGAMONSTER, LLC,
a Florida limited liability company

By: *William K. Dodd*
William K. Dodd, Chief Executive Officer

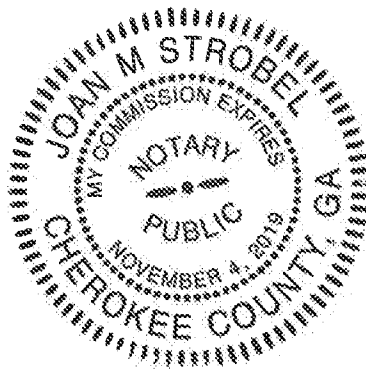
[SEAL]

STATE OF Georgia))
COUNTY OF Cherokee))

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William K. Dodd, whose name as Chief Executive Officer GIGAMONSTER, LLC, a Florida limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said

Given under my hand and official seal, this the 6th day of February, January, 2017.

Joan M. Strobel [SEAL]
Notary Public
My Commission Expires: November 4, 2019



LENDER:

NEWSTAR LOAN FUNDING, LLC, a Delaware limited liability company

By: *Robert F. Milordi*
Robert F. Milordi, Managing Director

[SEAL]

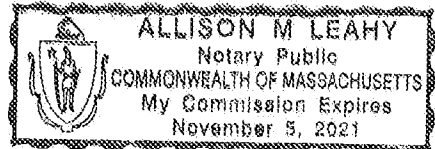
STATE OF MA))
COUNTY OF Suffolk))

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert Milordi, whose name as Managing Director of NewStar Loan Funding, LLC, a Delaware limited liability company is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 17 day of January, 2017.

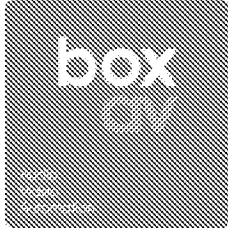
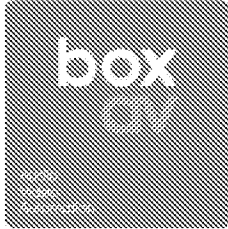
Allison Leahy [SEAL]

Notary Public
My Commission Expires: _____



SCHEDULE A
DESCRIPTION OF PATENTS AND TRADEMARKS

Federal Trademark Applications and Federal Trademark Registrations:

<u>Mark</u>	<u>Application Serial No.</u>	<u>Registration No.</u>
FASTPASS		3,183,622
GIGAMONSTER		4,919,628
SCARY FAST		4,902,940
SCARY FAST INTERNET		4,902,938
	86/970,639	
	86/970,716	

Issued Patents:

<u>Title</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Issue Date</u>
NONE			

SCHEDULE B

DESCRIPTION OF REGISTERED COPYRIGHTS

NONE

DOMAIN NAME REGISTRATIONS

BLUEAVAIL.COM
BLUEAVAIL.NET
GIGAMONSTER.CLUB
GIGAMONSTER.ME
GIGAMONSTER.ROCKS
GIGAMONSTER.TV
KUBIX.COM
MDUCLOUD.COM
MDUCLOUD.NET
MONSTERWIFI.ME
MONSTERWIFI.NET
ONEPATH.ME
ONEPATH.TV
THEKUBIX.COM

SCHEDULE C

PERMITTED ENCUMBRANCES

Security Interest created by the Collateral Assignment Agreement, dated July 17, 2007, by and among, inter alia, Direcpath, LLC and NewStar Financial, Inc. (as Collateral Agent and Collateral Assignee as defined in the Collateral Assignment Agreement) with respect to the Assigned Collateral (as defined in the Collateral Assignment Agreement), which agreement is recorded with respect to that certain trademark designated as "FASTPASS," Reg. No. 3,183,622 in the United States Patent and Trademark Office on August 16, 2007, on Reel 003602, Frame 0755-0770, together with the corrective documents recorded in the United States Patent and Trademark Office on August 22, 2007 on Reel 003606, Frame 0795-0812

Security Interest created by the Intellectual Property Security Agreement, dated July 20, 2007, by and among, inter alia, Purdigital Media, Inc. and Direcpath, LLC, and NewStar Financial, Inc. (as Collateral Agent and Collateral Assignee as defined therein) with respect to the Intellectual Property (as defined therein), including, without limitation, that certain trademark designated as "FASTPASS," Reg. No. 3,183,622, which agreement is recorded in the United States Patent and Trademark Office on July 26, 2007, on Reel 003588, Frame 0930 - 0942

Security Interest created by the Intellectual Property Security Agreement, dated January 29, 2010, by and between PurDigital Media, Inc. and NewStar Financial, Inc. (as Administrative Agent as defined therein) with respect to the Intellectual Property (as defined therein), including, without limitation, that certain trademark designated as "FASTPASS," Reg. No. 3,183,622, which agreement is recorded in the United States Patent and Trademark Office on February 1, 2010, on Reel 004141, Frame 0421-0432

Security Interest created by the Supplemental Intellectual Property Security Agreement, dated April 12, 2013, by and between Biltmore Communications, Inc. and NewStar Financial, Inc. (as Administrative Agent as defined therein) with respect to the Intellectual Property (as defined therein), including, without limitation, that certain trademark designated as "FASTPASS," Reg. No. 3,183,622, which agreement is recorded in the United States Patent and Trademark Office on April 12, 2013, on Reel 005005, Frame 0613-0624

Security Interest created by the Intellectual Property Security Agreement, dated April 12, 2013, by and between Biltmore Communications, Inc. and NewStar Financial, Inc. (as Administrative Agent as defined therein) with respect to the Intellectual Property (as defined therein), including, without limitation, that certain trademark designated as "FASTPASS," Reg. No. 3,183,622, which agreement is recorded in the United States Patent and Trademark Office on April 12, 2013, on Reel 005005, Frame 0629-0640

Security Interest created by the Intellectual Property Security Agreement, dated April 12, 2013, by and between Biltmore Communications, Inc. and Directv, LLC (as Administrative Agent as defined therein) with respect to the Intellectual Property (as defined therein), including, without limitation, that certain trademark designated as "FASTPASS," Reg. No. 3,183,622, which agreement is recorded in the United States Patent and Trademark Office on April 13, 2013, on Reel 5006, Frame 0595-0606