

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BossipMadameNoire, LLC (f/k/a IO Acquisition Sub, LLC)		05/24/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	166 Mercer Street		
Internal Address:	Suite 2-R		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3932565	MADAME NOIRE	
Registration Number:	4536201	MADAME NOIRE	
Registration Number:	3512210	BOSSIP	
Registration Number:	3983294	HIPHOPWIRED	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	36007-37-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	05/25/2017		

CH \$115.00 3932565

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, BossipMadameNoire, LLC (f/k/a IO Acquisition Sub, LLC), a Delaware limited liability company, with its principal office at 1010 Wayne Avenue, 14th Floor, Silver Spring, MD 20910 (the "Grantor"), hereby grants to WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent, with an office at Suite 2-R, 166 Mercer Street, New York, NY 10012 (the "Grantee"), a continuing security interest in all of the following that constitute Collateral (as such term is defined in the Security Agreement referred to below) (i) all of such Grantor's right, title and interest in, to and under the United States trademarks, service marks, trade names, trade dress, logos, designs, fictitious business names and other business identifiers, and the registrations and applications for registrations thereof set forth on Schedule A attached hereto (the "Marks"), (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement or dilution of any of the Marks or unfair competition regarding the same ((i) through (iv), collectively, the "Trademark Collateral").

This Grant is made to secure the payment of all the Obligations (as such term is defined in the Security Agreement referred to below) of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of April 17, 2015 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Trademark Collateral shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

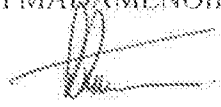
THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER NOTE DOCUMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE LOCATED WITHIN THE COUNTY OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER NOTE DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ANY SUCH PARTY AT ITS ADDRESS FOR NOTICES AS PROVIDED IN SECTION 10.1 OF THE SECURITY AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH PARTY HEREBY IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER NOTE DOCUMENT THAT SUCH

SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF (i) EACH PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR (ii) THE GRANTEE UNDER THIS AGREEMENT TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE GRANTOR IN ANY OTHER JURISDICTION.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 24th
day of May, 2017.

BOSSIPMADAMENOIRE, LLC, as Grantor



By: _____

Name: Peter D. Thompson

Title: Vice President

[Signature Page to Grant of Security Interests in United States Trademarks]

TRADEMARK
REEL: 006068 FRAME: 0590

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Notes Collateral Agent and Grantee

By: 
Name: **Hallie E. Field**
Title: **Assistant Vice President**

[Signature Page to Grant of Security Interests in United States Trademarks]

TRADEMARK
REEL: 006068 FRAME: 0591

Schedule A

<u>Mark</u>	<u>Jurisdiction</u>	<u>Filing Date/ Reg. Date</u>	<u>Appl. No./ Reg. No.</u>	<u>Current Owner of Record</u>
MADAME NOIRE	US	03/16/2010 03/15/2011	77959622 3932565	BossipMadameNoire, LLC
MADAME NOIRE	US	06/24/2013 05/27/2014	85967853 4536201	BossipMadameNoire, LLC
BOSSIP	US	03/10/2008 10/07/2008	77417539 3512210	BossipMadameNoire, LLC
HIPHOPWIRED	US	02/24/2010 06/28/2011	77943218 3983294	BossipMadameNoire, LLC