

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLIO AWARDS LLC		06/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MEDIABISTRO HOLDINGS LLC		
Street Address:	825 8th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87052378	AOTW	
Serial Number:	87052343	ADS OF THE WORLD	
Serial Number:	87051416	ALL CREATIVE WORLD	
Serial Number:	87043230	ALL CREATIVE WORLD	
Serial Number:	74619921		
Serial Number:	73191144	CLIO	
Serial Number:	76470470	CLIO	
Serial Number:	77886516	BRANDS OF THE WORLD	
CORRESPONDENCE DATA			
Fax Number:	2129090813		
<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:	212-891-1618		
Email:	nytm@jenner.com		
Correspondent Name:	Carole A Duran		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	56310-10011		
NAME OF SUBMITTER:	Carole A. Duran		

CH \$215.00 87052378

SIGNATURE:	/carole a. duran/
DATE SIGNED:	06/15/2017
Total Attachments: 4 source=Trademark Collateral Agreement 6-14-17 - Clio Awards#page1.tif source=Trademark Collateral Agreement 6-14-17 - Clio Awards#page2.tif source=Trademark Collateral Agreement 6-14-17 - Clio Awards#page3.tif source=Trademark Collateral Agreement 6-14-17 - Clio Awards#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 14th day of June, 2017, CLIO AWARDS LLC, a Delaware limited liability company (“Debtor”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to MEDIABISTRO HOLDINGS LLC, a Delaware limited liability company, and its successors and assigns (“Secured Party”), a lien on and continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Trademark Collateral”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the “Security Agreement”).

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party.

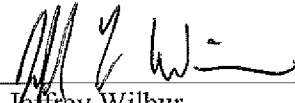
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

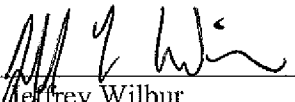
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CLIO AWARDS LLC

By: 
Name: Jeffrey Wilbur
Title: Chief Executive Officer



Accepted and agreed to as of the date and year last above written.

MEDIABISTRO HOLDINGS LLC

By: 
Name: Jeffrey Wilbur
Title: Chief Executive Officer

**SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

#	Mark	Registration #	Jurisdiction	Owner	Status
1.		87052378 / 5136119	U.S.	Debtor	Registered
2.	ADS OF THE WORLD	87052343 / 5136118	U.S.	Debtor	Registered
3.	ALL CREATIVE WORLD	87051416	U.S.	Debtor	Published (intent-to-use)
4.	ALL CREATIVE WORLD	87043230	U.S.	Debtor	Pending
5.		74619921 / 1985157	U.S.	Debtor	Registered
6.	CLIO	73191144 / 1134824	U.S.	Debtor	Registered
7.	CLIO	76470470 / 2837926	U.S.	Debtor	Registered
8.	BRANDS OF THE WORLD and Design	77886516 / 3818153	U.S.	Debtor	Registered
9.	CLIO	37185 / TMA651100	Canada	Debtor	Registered
10.	CLIO	001238195 / 001238195	EU	Debtor	Registered
11.	ADS OF THE WORLD	016004831	EU	Debtor	Published
12.	ADS OF THE WORLD AND DESIGN	016000151	EU	Debtor	Published
13.	CLIO (Cl. 35)	2.615.375	AR	Debtor	Registered
14.	CLIO (Cl. 41)	234137	NZ	Debtor	Registered
15.	CLIO (Cl. 41)	9-130209	JP	Debtor	Registered
16.	CLIO (Cl. 41)	4119930001530	KR	Debtor	Registered
17.	CLIO (Cl. 41)	94-0380693	RU	Debtor	Registered
18.	CLIO (Cl. 41)	1.949.602	AR	Debtor	Registered
19.	CLIO (Cl. 41)	621852	AU	Debtor	Registered
20.	CLIO (Cl. 41)	960008929	CN	Debtor	Registered
21.	CLIO (Cl. 41)	07075957	CO	Debtor	Registered
22.	MISCELLANEOUS DESIGN (Clio Statuette)	1,238,070	EU	Debtor	Registered
23.	CLIO (Cl. 41)	817301348	BR	Debtor	Registered