

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brite Media LLC		07/25/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deerpath Fund Services, LLC, as agent		
Street Address:	405 Lexington Avenue, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	76005960	BRITEVISION CAFE NETWORK	
Serial Number:	77049228	BRITEVISION	
Serial Number:	77049212	BRITEVISION	
Serial Number:	77087083	BRITE MEDIA GROUP	
Serial Number:	77242887	MEDIAPROOF	
Serial Number:	77269496	CAFE DOMINATION	
Serial Number:	85412874	ADVERTICKETS	
Serial Number:	77087113	AD SLEEVE	
Serial Number:	77049245	GENERICJAVA	
Serial Number:	78929769	CAFÉ CANVAS	
Serial Number:	78532852	JAVAART	
Serial Number:	85637501	EARTHFRIENDS	
Serial Number:	77436004	GATEAD	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
<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:	7132266000		
Email:	TMMail@porterhedges.com		
TRADEMARK			

CH \$340.00 76005960

Correspondent Name: Jonathan Pierce
Address Line 1: P.O. Box 4744
Address Line 4: Houston, TEXAS 77210-4744

NAME OF SUBMITTER: Jonathan Pierce

SIGNATURE: /jmp/

DATE SIGNED: 07/25/2017

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of July 25, 2017 (the “**Agreement**”), by and between BRITE MEDIA LLC, a Delaware limited liability company (“**Debtor**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “**Borrowers**”), Brite Media Holdings LLC, a Delaware limited liability company (“**Holdings**”), and the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the “**Guarantors**”), the lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer to be effective for all purposes as of the date first written above.

DEBTOR:

BRITE MEDIA LLC
a Delaware limited liability company

By: Joseph Puglisi
Name: Joseph Puglisi
Title: Chief Executive Officer

SECURED PARTY:

DEERPATH FUND SERVICES, LLC
a Delaware limited liability company,
as Agent

By: Deerpath Capital Management, LP,
its sole member

By: 
Name: Anish Bahl
Title: Chief Financial Officer

Schedule 1

to

Patent and Trademark Security Agreement

Patents

Owner	Title:	Patent Number	Application Number	Issued or Published	Issue Date:	Jurisdiction
Brite Media LLC	ADVERTISING FOR A GATE ARM	D639860	29/301,494	Issued	6/14/2011	United States

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Owner	Mark	US Jurisdiction Serial Number	US Jurisdiction Registration Number	Filing Date	Issuance Date	Status
Brite Media LLC	BriteVision Café Network	76005960	2433574	3/21/2000	3/6/2001	Live
Brite Media LLC	BriteVision (logo)	77049228	3354963	11/21/2006	12/18/2007	Live
Brite Media LLC	BriteVision	77049212	3354962	11/21/2006	12/18/2007	Live
Brite Media LLC	Brite Media Group	77087083	3364491	1/19/2007	1/8/2008	Live
Brite Media LLC	MediaProof	77242887	3503767	7/31/2007	9/23/2008	Live
Brite Media LLC	Café Domination	77269496	3430222	8/31/2007	5/20/2008	Live
Brite Media LLC	AdverTickets	85412874	4135290	9/1/2011	5/1/2012	Live
Brite Media LLC	Ad Sleeve (logo)	77087113	3384145	1/19/2007	2/19/2008	Abandoning
Brite Media LLC	GenericJava	77049245	3367779	11/21/2006	1/15/2008	Live
Brite Media LLC	Café Canvas	78929769	3352286	7/14/2006	12/11/2007	Live
Brite Media LLC	JavaArt	78532852	3023775	12/15/2004	12/6/2005	Live
Brite Media	Earthfriends	85637501	4291558	5/29/2012	2/19/2013	Live

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006113 FRAME: 0933**

LLC						
Brite Media LLC	GateAd	77436004	3621160	3/31/2008	5/12/2009	Live