

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDIABISTRO HOLDINGS LLC		09/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NOTE FUNDING 1892-2, LLC		
Street Address:	600 Steamboat road, Floor 2		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: KANSAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5136119	AOTW	
Registration Number:	5136118	ADS OF THE WORLD	
Serial Number:	87051416	ALL CREATIVE WORLD	
Registration Number:	1985157		
Serial Number:	87043230	ALL CREATIVE WORLD	
Registration Number:	1134824	CLIO	
Registration Number:	2837926	CLIO	
Registration Number:	3818153	BRANDS OF THE WORLD	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6000		
Email:	whiptrademark@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esq.		
Address Line 1:	60 State Street		
Address Line 2:	WilmerHale		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2208553.127		

OP \$215.00 5136119

NAME OF SUBMITTER:	Michael J. Bevilacqua
SIGNATURE:	/michael j. bevilacqua/
DATE SIGNED:	10/03/2017
Total Attachments: 4 source=Assignment of Trademark Security Agreement - CLIO Awards Loan#page1.tif source=Assignment of Trademark Security Agreement - CLIO Awards Loan#page2.tif source=Assignment of Trademark Security Agreement - CLIO Awards Loan#page3.tif source=Assignment of Trademark Security Agreement - CLIO Awards Loan#page4.tif	

ASSIGNMENT OF TRADEMARK COLLATERAL AGREEMENT

This ASSIGNMENT OF TRADEMARK COLLATERAL AGREEMENT (this "Agreement") is dated as of September 30, 2017 (the "Effective Date"), by and among MEDIABISTRO HOLDINGS LLC, a Delaware limited liability company, as Lender (in such capacity, the "Assignor") under the Security Agreement (as defined below), and NOTE FUNDING 1892-2, LLC (the "Assignee").

Reference is hereby made to that certain Loan Agreement, dated as of June 14, 2017, between CLIO Awards LLC, a Delaware limited liability company (the "Borrower"), and the Assignor, in its capacity as Lender (in such capacity, the "Lender") (as may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), and that certain Security Agreement, dated as of June 14, 2017 (as may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower and the Lender. Capitalized terms used but not otherwise defined herein shall have the meanings attributed to such terms in the Loan Agreement.

Whereas, pursuant to (i) the Security Agreement, and (ii) that certain Trademark Collateral Agreement, dated as of June 14, 2017 (the "Trademark Security Agreement"), the Assignor has been granted a security interest in and to the trademark and service mark registrations and applications set forth on Schedule A hereto and all divisions and renewals of any of the foregoing (the "Trademarks"), and the Trademark Security Agreement has been recorded with the United States Patent and Trademark Office at Reel 6084, Frame 0909 on June 15, 2017.

Whereas, the Assignor and the Assignee have entered into that certain Assignment and Assumption Agreement, dated as of September 30, 2017 (the "Assignment Agreement"), pursuant to which the Assignor assigned its interests in the Loan Agreement and the other Loan Documents to the Assignee, the Assignor assigned to the Assignee each security interest granted to the Assignor under the Loan Documents, and the Assignee assumed each such security interest.

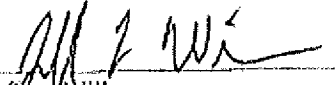
For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to the Assignee the Assignor's entire right, title and interest in and to such security interest in the Trademarks, including in the event of a foreclosure the right to recover for past, present and future infringement, misappropriation or misuse and any and all proceeds, royalties and other payments now or hereafter due and payable with respect to the foregoing.

This Agreement has been executed and delivered for the purpose of recording this Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Assignment Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Assignment Agreement, the terms of the Assignment Agreement shall control.

The Assignor further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by the Assignee to effectuate this assignment.

IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

MEDIABISTRO HOLDINGS LLC,
as Assignor

By: 
Name: Jeffrey Wilbur
Title: Chief Executive Officer



NOTE FUNDING 1892-2, LLC,
as Assignee

A handwritten signature in black ink that reads "Anthony D. Minella". The signature is written in a cursive, slightly slanted style.

Name: Anthony D. Minella
Title: President

**SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>#</u>	<u>Mark</u>	<u>Registration #</u>	<u>Jurisdictionn</u>	<u>Owner</u>	<u>Status</u>
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	Allowed (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	1237185 / 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