

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446051

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BOUNCE MEDIA, LLC		10/02/2017	Limited Liability Company: DELAWARE
LAFF MEDIA, LLC		10/02/2017	Limited Liability Company: GEORGIA
GRIT MEDIA, LLC		10/02/2017	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK		
<b>Street Address:</b>	90 S. 7th St.		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4136375	BOUNCE	
<b>Registration Number:</b>	4516937	BOUNCE BEATS	
<b>Registration Number:</b>	4174195	TV OUR WAY	
<b>Serial Number:</b>	87157858	BROWN SUGAR	
<b>Registration Number:</b>	3233227	TRUMPET AWARDS	
<b>Registration Number:</b>	4331552	OFF THE CHAIN	
<b>Registration Number:</b>	5004050	LAFF	
<b>Registration Number:</b>	4792116	GRIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044441111		
<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>			
<b>Phone:</b>	704-444-1124		
<b>Email:</b>	elaine.hunt@alston.com		
<b>Correspondent Name:</b>	Michele M. Glessner		
<b>Address Line 1:</b>	Alston & Bird LLP		

TRADEMARK

**Address Line 2:** 101 South Tryon Street, Suite 4000  
**Address Line 4:** Charlotte, NORTH CAROLINA 28280-4000

**NAME OF SUBMITTER:** Elaine B. Hunt

**SIGNATURE:** /Elaine B. Hunt/

**DATE SIGNED:** 10/05/2017

**Total Attachments: 3**  
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GRANT OF SECURITY INTEREST  
TRADEMARKS

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FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of (i) BOUNCE MEDIA, LLC, a Delaware limited liability company, (ii) LAFF MEDIA, LLC, a Georgia limited liability company, and (iii) GRIT MEDIA, LLC, a Georgia limited liability company (each a “Grantor” and collectively, the “Grantors”), each with its principal offices at 3500 Piedmont Road, Suite 400, Atlanta, GA 30305, on this 2nd day of October, 2017, assigns and grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (together with its successors and assigns, the “Grantee”) with principal offices at 90 S. 7<sup>th</sup> St., Minneapolis, MN 55402, a security interest in (i) all of each Grantor’s right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the “Trademarks”) set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, (ii) all Proceeds (as such term is defined in the Pledge and Security Agreement referred to below) of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.


THIS GRANT OF SECURITY INTEREST (this “Grant”), is made to secure the satisfactory performance and payment of all the “Secured Obligations” of each Grantor, as such term is defined in that certain Amended and Restated Pledge and Security Agreement among the Grantors, the other grantors from time to time party thereto and the Grantee, dated as of April 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern. This Grant may be executed in counterparts.

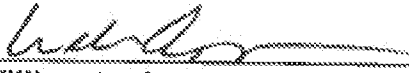
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

BOUNCE MEDIA, LLC, as Grantor

By:   
William Appleton  
Secretary

LAFF MEDIA, LLC, as Grantor

By:   
William Appleton  
Secretary

GRIT MEDIA, LLC, as Grantor

By:   
William Appleton  
Secretary

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>
BOUNCE	Bounce Media, LLC	May 1, 2012	4136375
BOUNCE BEATS	Bounce Media, LLC	April 22, 2014	4516937
TV OUR WAY	Bounce Media, LLC	July 17, 2012	4174195
BROWN SUGAR	Bounce Media, LLC	September 1, 2016 (filed date)	87/157858 (serial #)
TRUMPET AWARDS	Bounce Media, LLC	April 24, 2007	3233227
OFF THE CHAIN	Bounce Media, LLC	May 7, 2013	4331552
LAFF	Laff Media, LLC	July 19, 2016	5004050
GRIT	Grit Media, LLC	July 22, 2014	4792116