

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carrot Creative, LLC		09/30/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	IL1-1145/54/63		
Internal Address:	P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5266325	CARROT CREATIVE	
CORRESPONDENCE DATA			
Fax Number:	6173382880		
<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:	617-338-2923		
Email:	trademark@sandw.com		
Correspondent Name:	Kimberly B. Herman		
Address Line 1:	One Post Office Square		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Kimberly B. Herman		
SIGNATURE:	/Kimberly B. Herman/		
DATE SIGNED:	11/06/2017		
Total Attachments: 10			
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**TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

Dated as of September 30, 2017

WHEREAS, Vice Media LLC and Carrot Creative, LLC (together, the “Grantors,” and each, individually, a “Grantor”), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of December 30, 2016 (as amended by Amendment No. 1 to Credit, Security, Guaranty and Pledge Agreement dated as of June 8, 2017, as amended by Amendment No. 2 to Credit, Security, Guaranty and Pledge Agreement dated as of June 26, 2017, as amended by Amendment No. 3 to Credit, Security, Guaranty and Pledge Agreement dated as of August 3, 2017, and as further amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement) among Vice Group Holding Inc., as the Domestic Borrower, Vice Europe Holding Limited, as the Foreign Borrower, each Grantor and the Grantors referred to therein, the Lenders referred to therein, JPMorgan Chase Bank, N.A., as Domestic Administrative Agent and as Issuing Bank, J.P. Morgan Europe Limited, as Foreign Administrative Agent and Wilmington Trust (London) Limited, as Foreign Collateral Agent, the Lenders have agreed to make loans to Borrowers, and the Issuing Bank has agreed to issue, and the Lenders have agreed to participate in, Letters of Credit for the accounts of Borrowers;

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to the Domestic Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of each Grantor including, without limitation, all right, title and interest of each Grantor in, to and under all of each Grantor’s Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of each Grantor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of its obligations under and in connection with

its guaranty of the Obligations; and;

WHEREAS, the Domestic Administrative Agent and each Grantor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor does hereby grant to the Domestic Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in and to all of each Grantor's right, title and interest in, to and under the following (all of the following items (i)-(iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of each Grantor:

(i) each Trademark, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each material or exclusive Trademark license, except for any such Trademark license made pursuant to a content license arrangement entered into in the ordinary course of business whose primary purpose is not the license of Trademark rights, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by each Grantor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing or any contrary provision herein or in any other Fundamental Document, "Trademark Collateral" shall not include (a) any Real Property other than Material Real Property, (b) motor vehicles and other assets subject to certificates of title and letter of credit rights (in each case, other than to the extent a Lien on such assets or such rights can be perfected by filing a UCC-1) and commercial tort claims with a value of less than \$2,000,000, (c) any lease, license or other agreement to the extent a grant of security interest therein is prohibited by applicable law, rule or regulation (in each case, except to the extent such prohibition is rendered ineffective after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code or other applicable Requirements of Law), (d) assets to the extent a security interest in such assets could reasonably be expected to result in material adverse tax consequences to the Domestic Borrower or its Subsidiaries as reasonably determined in good faith by the Domestic Borrower, (e) any lease, license or other agreement, to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than any Grantor or any of its respective Subsidiaries or Unrestricted Subsidiaries) except to the extent such violation, invalidation or termination right is rendered ineffective after giving effect to the

applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code or other applicable Requirements of Law, (f) those assets as to which the Domestic Administrative Agent and the Domestic Borrower reasonably agree that the cost or other consequence of obtaining such a security interest or perfection thereof are excessive in relation to the value afforded thereby, (g) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby (except to the extent such prohibition or restriction is rendered ineffective after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code or other applicable Requirements of Law), (h) assets subject to Liens securing Permitted Film Financings, (i) any Excluded Securities, (j) any assets of any Excluded Subsidiaries), (k) any Third Party Funds, (l) any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, and (m) any other exceptions mutually agreed upon between the Domestic Borrower and the Domestic Administrative Agent (items (a) through (m), collectively, the "Excluded Property"); provided, that the Domestic Borrower may in its sole discretion elect to exclude any property from the definition of Excluded Property (in each case, solely to the extent agreed to by the Domestic Administrative Agent). Notwithstanding the foregoing, "Excluded Property" shall not include (i) any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property) or (ii) any Equity Interest in Vice Television Networks, LLC. For the avoidance of doubt, the Trademark Collateral shall include, with respect to each Grantor, all of such Grantor's right, title and interest in and to any independent common law rights in the trademarks or service marks that are the subject of the "intent to use" applications, whether now owned, currently existing or hereafter acquired or created.

Each Grantor agrees that if any Person shall do or perform any act which the Domestic Administrative Agent believes constitutes an infringement of any Trademark, or violates or infringes any right therein of each Grantor, the Domestic Administrative Agent, or the Lenders, or if any Person shall do or perform any act which the Domestic Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, the Domestic Administrative Agent shall promptly notify the Grantors in writing of said infringement or unauthorized or unlawful acts and in the event any Grantor fails to take such steps and institute such suits or proceedings advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be reasonably advisable or necessary or proper for the full protection of the rights of any Grantor, the Lenders or the Domestic Administrative Agent, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect, then and in any such event, upon thirty (30) days' prior written notice to the Grantors (or if an Event of Default is at the time continuing, then without notice), the Domestic Administrative Agent may and shall have the right to take such steps and institute such suits or proceedings as the Domestic Administrative Agent may deem advisable or necessary to prevent such act or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Domestic

Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of each Grantor or in the names of the parties jointly. The Domestic Administrative Agent hereby agrees to give each Grantor notice of any steps taken, or any suits or proceedings instituted, by the Domestic Administrative Agent pursuant to this paragraph and each Grantor agrees to assist the Domestic Administrative Agent with any steps taken, or any suits or proceedings instituted by the Domestic Administrative Agent pursuant to this paragraph at each Grantor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Domestic Administrative Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. Each Grantor and the Domestic Administrative Agent hereby further acknowledge and affirm that the rights and remedies of the Domestic Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are more fully set forth in the Credit Agreement, and are subject to the limitations (including certain rights of quiet enjoyment in favor of licensees) set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Domestic Administrative Agent (on behalf of the Secured Parties) shall execute and deliver to each Grantor, at each Grantor's request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or advisable to terminate the security interest of the Domestic Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Domestic Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, each Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective

when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Domestic Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and each Grantor. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by any Grantor (including its successors and permitted assigns) without the prior written consent of the Domestic Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

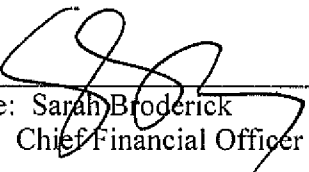
[Signature Page Follows]

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be duly executed by its duly Authorized Officer as of the date first set forth above.

VICE MEDIA LLC

By: 
Name: Sarah Broderick
Title: Chief Financial Officer

CARROT CREATIVE, LLC

By: 
Name: Sarah Broderick
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted:

JPMORGAN CHASE BANK, N.A., as
Domestic Administrative Agent

By: 

Name:

Lynn M. Braun

Title:

Executive Director

[Signature Page to Trademark Security Agreement]

**NEW YORK ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NEW YORK

COUNTY OF _____

On _____, 201__, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [SEAL]

[Signature Page to Trademark Security Agreement]

Schedule A
to Trademark Security Agreement

TRADEMARKS

Country	Owner	Application Number	Registration Number	Date of Registration	Trademark
Argentina	Vice Media LLC	3418888	2894120	07-Jul-17	GAYCATION
Brazil	Fight LLC	909099022	909099022	01-Aug-17	FIGHTLAND
Brazil	Fight LLC	909099073	909099073	01-Aug-17	FIGHTLAND
Brazil	Vice Media LLC	909223297	909223297	15-Aug-17	WEEDIQUETTE
Brazil	Vice Media LLC	909223319	909223319	15-Aug-17	WEEDIQUETTE
European Union	Vice Media LLC	017128505	N/A	N/A	TONIC
South Africa	Fight LLC	2015/05132	2015/05132	03-Aug-17	FIGHTLAND
South Africa	Fight LLC	2015/05133	2015/05133	03-Aug-17	FIGHTLAND
United States	Carrot Creative, LLC	86415874	5266325	15-Aug-17	CARROT CREATIVE

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

None.