

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Certain Trademark Collateral recorded at r/f 5129/0312		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as Collateral Agent		11/09/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Grind Media, LLC		
Street Address:	831 South Douglas Street		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2984918	STUPIDVIDEOS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	054792-0005		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	11/10/2017		
Total Attachments: 3			
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OP \$40.00 2984918

**PARTIAL RELEASE OF SECURITY INTEREST IN
CERTAIN TRADEMARK COLLATERAL**

This RELEASE, dated as of November 9, 2017, is made by **CORTLAND CAPITAL MARKET SERVICES LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent"), pursuant to the Second Lien Term Loan Agreement, dated as of October 4, 2013 (as amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Second Lien Pledge and Security Agreement, dated as of October 4, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms not otherwise defined herein have the meaning assigned to them in the Credit Agreement.

W I T N E S S E T H

WHEREAS, **GRIND MEDIA, LLC**, a Delaware limited liability company (the "Grantor") and the Collateral Agent are parties to the Security Agreement;

WHEREAS, pursuant to the Security Agreement, (i) Grantor executed the Second Lien Trademark Security Agreement dated October 4, 2013 and recorded with the U.S. Patent and Trademark Office on October 10, 2013 at Reel 5129, Frame 0312 (the "Trademark Security Agreement"), pursuant to which Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, in connection with the divestiture of the business of operating various online publishing properties including StupidVideos.com currently run by Grantor, the Collateral Agent has agreed to terminate and release its Lien on and security interest in certain Trademark Collateral specified in Schedule I hereto (the "Released Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

The Collateral Agent, for itself and the Secured Parties, hereby RELEASES, without recourse, representation or warranty its Lien on and security interest in all of the Released Trademarks and REASSIGNS to Grantor, without recourse, representation or warranty all of its right, title and interest in, to and under the Released Trademarks of Grantor.

The Collateral Agent agrees to provide the Grantor with any additional authorization reasonably necessary to effect the release of the Collateral Agent's security interest in the Released Trademarks.

[Signature Page Follows]

[Signature page to Release of Security Interest in Trademark Collateral]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 

Name:

Polina Arsentyeva

Title:

Associate Counsel

**SCHEDULE I
TO
PARTIAL RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL**

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number Filing Date	Registration Number Registration Date	Owner
STUPIDVIDEOS	78218643 2/25/2003	2984918 8/16/2005	GRIND MEDIA, LLC

[Signature page to Release of Security Interest in Trademark Collateral]

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