

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450593

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BDG Media, Inc.		11/10/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hercules Capital, Inc., as Agent		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5313527	B	
<b>Registration Number:</b>	4844491	B	
<b>Registration Number:</b>	5324790	ROMPER	
<b>Registration Number:</b>	4944112	BUSTLE	
<b>Registration Number:</b>	4647321	ELITE DAILY	
<b>Serial Number:</b>	87249118	MILLENNIALS OF NEW YORK	
<b>Registration Number:</b>	4907954	THE VOICE OF GENERATION-Y	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	054809-0027		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	11/10/2017		

OP \$190.00 5313527

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“Agreement”) dated as of November 10, 2017, is made by BDG MEDIA, INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of HERCULES CAPITAL, INC., in its capacity as administrative agent and collateral agent for itself and the Lenders (as defined below) (in such capacity, the “Agent”).

### RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under intellectual property owned by Grantor (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, all of Grantor’s right, title and interest in, to and under the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, all to the extent owned by Grantor, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those copyright registrations set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held, all to the extent owned by Grantor;

(c) Any and all design rights that may be owned by and available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, all to the extent owned by

Grantor, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, all to the extent owned by Grantor, and the entire goodwill of the business of Grantor connected with and symbolized by such trademark applications and registrations, including without limitation those applications and registrations set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, all to the extent owned by Grantor, including, without limitation those mask work registrations set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights by Grantor to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce or the recording of a statement of use with the United States Patent and Trademark Office.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual

Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

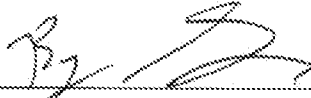
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

BDG MEDIA, INC., a Delaware corporation

  
By: Bryan Goldberg  
Title: CEO

**AGENT:**

HERCULES CAPITAL, INC., a Maryland corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement (Hercules/Bustle)]*

**TRADEMARK**  
**REEL: 006202 FRAME: 0833**

**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

BDG MEDIA, INC., a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENT:**

HERCULES CAPITAL, INC., a Maryland corporation

 \_\_\_\_\_

By: Zhuo Huang

Title: Associate General Counsel

*[Signature Page to Intellectual Property Security Agreement (Hercules/Bustle)]*

**EXHIBIT A**

**Copyrights**

None.





**EXHIBIT B**

**Patents**

None.

**EXHIBIT C**

**Trademarks**

<u>Mark</u>	<u>App. No./Reg. No./Filing Date//Reg. Date</u>	<u>Jurisdiction</u>
	Reg. No. 5313527 Date: Oct. 17, 2017	USA
	Reg. No. 4,844,491 Date: Nov. 3, 2015	USA
ROMPER	Reg. No. 5324790 Date: Oct. 31, 2017	USA
BUSTLE	Reg. No. 4,944,112 Date: Apr. 26, 2016	USA
ELITE DAILY	Reg. No: 4647321 Reg. Date: Dec. 2, 2014	USA
MILLENNIALS OF NEW YORK	Serial No.: 87249118 Filing Date: Nov. 28, 2016	USA
THE VOICE OF GENERATION-Y	Registration No.: 4907954 Reg. Date: Mar. 1, 2016	USA

**EXHIBIT D**

**Mask Works**

None.