

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LONDON TRUST MEDIA INCORPORATED		02/01/2018	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	WHITEHORSE LENDING, LLC		
Street Address:	1450 BRICKELL AVE, 31ST FL.		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5030422		
Registration Number:	5103233	PRIVACY IS OUR POLICY	
Registration Number:	5107812	ALWAYS USE PROTECTION	
Registration Number:	5107472	PIA	
Registration Number:	4797074	PRIVATE INTERNET ACCESS	
Registration Number:	4501870	PRIVACY IS OUR POLICY	
Registration Number:	4524953	ALWAYS USE PROTECTION	
Registration Number:	4520992		
Registration Number:	4412511	PRIVATE INTERNET ACCESS	
Registration Number:	4432273	FOR SAFE BROWSING, ALWAYS USE PROTECTION	
Serial Number:	87406694	LETBIRDSFLY	
Serial Number:	87406633	FLICKTHEMOFF	
Serial Number:	87069877	PRIVATE INTERNET ACCESS MACE	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
TRADEMARK			

CH \$340.00 5030422

Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 36782.001 London Trust

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 02/01/2018

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of February 1, 2018, among Grantors listed on the signature pages hereof (collectively, “**Grantors**” and each individually, “**Grantor**”) and WHITEHORSE LENDING, LLC, in its capacity as Administrative Agent for the Secured Parties (together with its successors and permitted assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 1, 2018 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among LONDON TRUST MEDIA INCORPORATED, an Indiana corporation (“**Borrower**”), the other Persons party thereto from time to time as Guarantors (the “**Guarantors**”), the financial institutions party from time to time thereto as lenders (the “**Lenders**”) and the Administrative Agent, Lenders have agreed to make Term Loans (as defined in the Credit Agreement) to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Term Loans to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of February 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby confirms its grant to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all extensions, modifications or renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. [RESERVED.]

4. SECURITY AGREEMENT. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If any Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, such Grantor shall report such filing to Administrative Agent in accordance with Section 4(1) of the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally (but Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall inure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and permitted assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Loan Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security

Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

9. MISCELLANEOUS. The terms and provisions of Section **1.3** (Other Interpretative Matters), Section **6.18** (Indemnity), Section **10.2** (Expenses), Section **10.8** (Severability), Section **10.9** (Headings), Section **12.1** (Jurisdiction and Service of Process) and Section **12.3** (Waiver of Jury Trial) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

LONDON TRUST MEDIA INCORPORATED,
as a Grantor

By: 

Name: Thomas Hancock

Title: Executive Chairman

ACCEPTED AND ACKNOWLEDGED:

WHITEHORSE LENDING, LLC,
as Administrative Agent

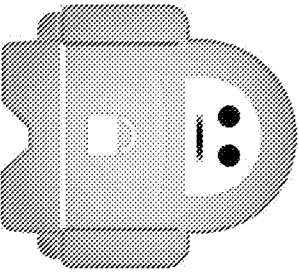
By: 

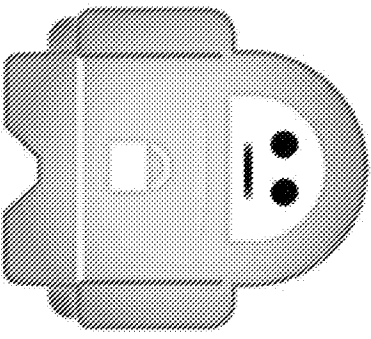
Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

TRADEMARK	APPLICATION NO./DATE	REGISTRATION NO./DATE	STATUS	OWNER/ASSIGNEE
	86822021 16-NOV-2015	5030422 30-AUG-2016	Registered	Owner: London Trust Media, Incorporated
Privacy is Our Policy	86821916 16-NOV-2015	5103233 20-DEC-2016	Registered	Owner: London Trust Media, Incorporated
Always use protection	86821973 16-NOV-2015	5107812 27-DEC-2016	Registered	Owner: London Trust Media, Incorporated

TRADEMARK	APPLICATION NO./DATE	REGISTRATION NO./DATE	STATUS	OWNER/ASSIGNEE
PIA	86686565 08-JUL-2015	5107472 27-DEC-2016	Registered	Owner: London Trust Media, Inc.
Private Internet Access	86550743 02-MAR-2015	4797074 18-AUG-2015	Registered	Owner: London Trust Media, Inc.
Privacy is Our Policy	86082231 03-OCT-2013	4501870 25-MAR-2014	Registered	Owner: London Trust Media, Incorporated
Always use protection	86041813 19-AUG-2013	4524953 06-MAY-2014	Registered	Owner: London Trust Media, Incorporated
	86040567 16-AUG-2013	4520992 29-APR-2014	Registered	Owner: London Trust Media, Incorporated

TRADEMARK	APPLICATION NO./DATE	REGISTRATION NO./DATE	STATUS	OWNER/ASSIGNEE
Private Internet Access	85892177 01-APR-2013	4412511 01-OCT-2013	Registered	Owner: London Trust Media, Incorporated
For safe browsing, always use protection	85892240 01-APR-2013	4432273 12-NOV-2013	Registered	Owner: London Trust Media, Incorporated

TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO./DATE	REGISTRATION NO./DATE	STATUS	OWNER/ASSIGNEE
LetBirdsFly	87406694 11-APR-2017	n/a	Pending	Owner: London Trust Media, Inc.
FLICKThemOff	87406633 11-APR-2017	n/a	Pending	Owner: London Trust Media, Inc.
Private Internet Access MACE	87069877 13-JUN-2016	n/a	Published (Pending) Intent to Use	Owner: London Trust Media, Inc.

LICENSES

London Trust Media Incorporated licenses a trademark pursuant to that certain License Agreement dated as of February 8, 2013 entered into by and between London Trust Media Incorporated and Ziff Davis, Inc.

TRADEMARK

REEL: 006263 FRAME: 0161

RECORDED: 02/01/2018