

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468302

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900439638

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STUFF MEDIA LLC		02/13/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WESTERN ALLIANCE BANK
Street Address:	55 Almaden Boulevard, Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2501638	HOW STUFF WORKS
Registration Number:	2980912	HOW STUFF WORKS
Registration Number:	3706161	HOWSTUFFWORKS
Registration Number:	3811398	HOWSTUFFWORKS
Registration Number:	3706162	HOWSTUFFWORKS
Registration Number:	3491518	HOWSTUFFWORKS
Registration Number:	3483654	HOWSTUFFWORKS
Registration Number:	3491517	HOWSTUFFWORKS
Registration Number:	3498066	
Registration Number:	3398322	
Registration Number:	3983155	STUFF YOU SHOULD KNOW
Registration Number:	3483619	BRAINSTUFF

CORRESPONDENCE DATA

Fax Number: 4088524475

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.

Phone: 4088417195

Email: dsanchezbentz@vlplawgroup.com

TRADEMARK

Correspondent Name: Diana Sanchez Bentz
Address Line 1: 235 Victoria Dr.
Address Line 2: VLP Law Group LLP
Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER: WAB-STUFF MEDIA

NAME OF SUBMITTER: Diana Sanchez Bentz

SIGNATURE: /dsb1068/

DATE SIGNED: 04/03/2018

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 13, 2018, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and STUFF MEDIA LLC, a Delaware limited liability company, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of February 13, 2018 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) licenses or other rights 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

STUFF MEDIA LLC, a Delaware limited liability company

By: 

Name: Conal Byrne

Title: President

Address for Notices:

Attn:
675 Ponce De Leon Ave., Suite 4500
Atlanta, GA 30308
Fax:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

STUFF MEDIA LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Address for Notices:

Attn:
675 Ponce De Leon Ave., Suite 4500
Atlanta, GA 30308
Fax:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: *Elizabeth Grogan*
Name: *Elizabeth Grogan*
Title: *AVP, Relationship Manager*

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
HOW STUFF WORKS	76013441	2501638		3/28/2000
HOW STUFF WORKS	78348428	2980912		1/6/2004
howstuffworks[?]	77427728	3706161		3/20/2008
howstuffworks[?]	77427718	3811398		3/20/2008
howstuffworks[?]	77427733	3706162		3/20/2008
HOWSTUFFWORKS	77256252	3491518		8/15/2007
HOWSTUFFWORKS	77266711	3483654		8/28/2007
HOWSTUFFWORKS	77256166	3491517		8/15/2007
HSW Chime (SOUND MARK)	77255913	3498066		8/15/2007

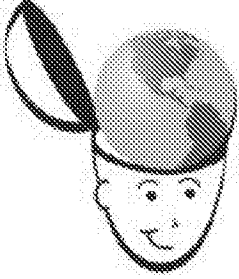
	77256061	3398322		8/15/2007
STUFF YOU SHOULD KNOW	77835305	3983155		9/25/2009
BRAINSTUFF	77256003	3483619		8/15/2007

EXHIBIT C

PATENTS

Please Check if No Patents Exist **X**

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>