

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLUBCOM, LLC		03/29/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	STONEGATE ASSET COMPANY II, LLC		
Street Address:	123 N. Wacker		
Internal Address:	Suite 1160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4028001	CLUBCOM	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	314-259-5816		
Email:	trademarks.us@dentons.com		
Correspondent Name:	Katie Krutzsch, Paralegal		
Address Line 1:	Wacker Drive Station, Willis Tower		
Address Line 2:	P.O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	15259225-000011		
NAME OF SUBMITTER:	Katie Krutzsch		
SIGNATURE:	/katie krutzsch/		
DATE SIGNED:	04/02/2018		
Total Attachments: 3			
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

March 29, 2018

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, CLUBCOM, LLC, a Delaware limited liability company ("Grantor"), having its principal office at 8 Penn Center W, Suite 100, Pittsburgh, Pennsylvania 15205, hereby grants to STONEGATE ASSET COMPANY II, LLC, a Delaware limited liability company ("Grantee"), a security interest in (a) all of Grantor's right, title and interest in and to the United States trademark set forth on Schedule A attached hereto (the "Mark"), (b) the goodwill of the businesses with which the Mark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of the Mark, unfair competition regarding the Mark or injury to the goodwill associated with the Mark, (d) all of Grantor's rights corresponding thereto throughout the world and (e) all proceeds and products of the Mark.

THIS GRANT is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Credit Agreement among Zoom Media Corp., Grantor, the Guarantors (as defined in the Credit Agreement) party thereto and Grantee, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"). Upon termination of the Credit Agreement and the Security Agreement (as defined in the Credit Agreement), Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor's request and at Grantor's expense, an instrument in writing releasing the security interest in the Mark acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth above.

GRANTOR:

CLUBCOM, LLC

By: ZOOM MEDIA CORP., its sole member

By: 

Name: Brian Lindy

Title: Chief Financial Officer

Schedule A

UNITED STATES TRADEMARKS

Mark	Owner	Registration Number	Registration Date
CLUBCOM	ClubCom, LLC	4,028,001	January 24, 2017