

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RY LT Acquisition Corp.		04/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Centre Lane Partners Master Credit Fund II, L.P.		
Street Address:	60 East 42nd Street, #1250		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10165		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4842393	LITTLETHINGS	
Registration Number:	4996756		
Registration Number:	4998319	LITTLETHINGS.COM	
Registration Number:	5178153	LITTLETHINGS LIVE	
Registration Number:	5270266	TRUTH BOMB MOM	
Serial Number:	86361677	THELITTLETHINGS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-655-3372		
Email:	dmangan@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor,		
Address Line 2:	Deirdre Mangan		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Deirdre Mangan		
SIGNATURE:	/Deirdre Mangan/		
DATE SIGNED:	05/09/2018		

OP \$165.00 4842393

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

RY LT Acquisition Corp.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 17, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Centre Lane Partners Master Credit Fund II, L.P.

Street Address: 60 East 42nd Street, #1250

City: New York

State: New York

Country: USA Zip: 10165

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship Delaware
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule B

B. Trademark Registration No.(s) _____

See Schedule B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule B

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Deirdre Mangan

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas, 30th Floor

City: New York

State: New York Zip: 10020

Phone Number: 212.655.3372

Docket Number: _____

Email Address: dmangan@chapman.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of April 17, 2018, is made by the Person listed on the signature pages hereof (“*Grantor*”) in favor of CENTRE LANE PARTNERS MASTER CREDIT FUND II, L.P. (“*Centre Lane*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ROCKYOU, INC., a Delaware corporation (“*Company*”), each subsidiary of Company listed as a “Borrower” in the signature pages thereto (together with Company, the “*Borrowers*”), Centre Lane, as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto, have entered into that certain Senior Secured Credit Agreement dated as of December 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, Grantor has executed and delivered a joinder to that certain Security Agreement dated as of December 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Notwithstanding the foregoing, “*Collateral*” shall not include any Excluded Property; *provided* that if and when any property shall cease to be Excluded Property, such property shall be deemed at all times from and after the date thereof to constitute Collateral (unless and to the extent such property thereafter constitutes Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under the Guaranty, as applicable.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

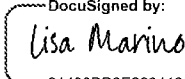
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RYLT ACQUISITION CORP.,
as Grantor

By: 
Name: Lisa Marino
Title: Ceo


Schedule A

None.

Schedule B

TRADEMARKS

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
RY LT Acquisition Corp.*	LITTLETHINGS	4842393	October 27, 2015
RY LT Acquisition Corp.*		4996756	July 12, 2016
RY LT Acquisition Corp.*	<u>LITTLETHINGS.COM</u>	4998319	July 12, 2016
RY LT Acquisition Corp.*	THELITTLETHINGS	N/A	N/A
RY LT Acquisition Corp.*	LITTLETHINGS LIVE	5178153	April 4, 2017
RY LT Acquisition Corp.*	TRUTH BOMB MOM	5270266	August 22, 2017

* RY LT Acquisition Corp. has acquired the above-listed Marks pursuant to that certain Asset Purchase Agreement by and between LittleThings, Inc. and RY LT Acquisition Corp., dated as of April 12, 2018. RY LT Acquisition Corp. covenants and agrees to file a Trademark Assignment Agreement with the USPTO within one (1) week after the First Amendment Effective Date.

Domain	Expiration
<u>littlethings.com</u>	10/29/2018
<u>littlebudha.com</u>	2/27/2019
<u>epicthings.com</u>	10/14/2018
<u>littlethingslive.com</u>	4/13/2018
<u>littlethings.co</u>	7/30/2018
<u>lt-triton.com</u>	10/6/2018
<u>refresh-littlethings.com</u>	10/6/2018
<u>thelittlethings.com</u>	11/29/2018
<u>lilethings.com</u>	12/29/2018
<u>littlethings.tv</u>	1/9/2019
<u>reportingthings.com</u>	2/10/2020
<u>litthings.com</u>	4/11/2020

lt-apollo.com	6/9/2018
lt-odin.com	6/19/2018

Schedule C

COPYRIGHTS

None.

Schedule C-1