

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496004

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------|----------|----------------|--|
| DEFY MEDIA, LLC | | 10/30/2018 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------|
| Name: | Ally Bank |
| Street Address: | 300 Park Avenue |
| Internal Address: | 4th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | Corporation: UTAH |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------|
| Registration Number: | 5533222 | CLEVVER |
| Registration Number: | 5533190 | BREAK |
| Registration Number: | 5533142 | MMV |
| Registration Number: | 5527969 | AWE(ME) AMAZE. WOW. EDUCATE. |
| Registration Number: | 5527923 | MADE MAN |
| Registration Number: | 5527922 | SCREEN JUNKIES |
| Registration Number: | 5527921 | SCREENJUNKIES |
| Registration Number: | 4924452 | CAMERA ROLL |
| Serial Number: | 88084742 | ALLOY |
| Serial Number: | 87525667 | AWE ME |

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

TRADEMARK

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1007969

NAME OF SUBMITTER: Robin Dunn

SIGNATURE: /Robin Dunn/

DATE SIGNED: 10/30/2018

Total Attachments: 5

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**SUPPLEMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Supplement to Intellectual Property Security Agreement is entered into as of October 30, 2018 by and between **ALLY BANK** ("*Bank*") and **DEFY MEDIA, LLC**, a Delaware limited liability company ("*Grantor*").

RECITALS

A. Bank, and Grantor previously entered into an Intellectual Property Security Agreement (the "*IP Security Agreement*"), dated as of October 30, 2015 (the "*Effective Date*"). Capitalized terms that are used but not defined herein shall have the meanings provided for in the IP Security Agreement.

B. Bank and Grantor now desire to amend and supplement the IP Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby represent, warrant, covenant and agree as follows:

AGREEMENT

The IP Security Agreement is hereby amended and supplemented by adding the Intellectual Property listed on Exhibit A hereto to Exhibit A of the IP Security Agreement, the Intellectual Property listed on Exhibit B hereto to Exhibit B of the IP Security Agreement, and the Intellectual Property listed on Exhibit C hereto to Exhibit C of the IP Security Agreement. References to Exhibits contained in the IP Security Agreement shall be deemed to refer to such Exhibits as supplemented by the Exhibits attached hereto. Without limitation on the generality of the foregoing, (1) Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the intellectual property described on the Exhibits hereto, including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and (2) Grantor represents and warrants to Bank that, other than as set forth on the Exhibits to the IP Security Agreement (as amended and supplemented by the Exhibits hereto), it has no trademarks or patents registered with the United States Patent and Trademark Office, or copyrights registered with the United States Copyright Office, or any pending applications therefor.


This Agreement is part of the IP Security Agreement and the provisions thereof are incorporated herein. The parties are authorized to attach to the IP Security Agreement a copy of the Exhibits hereto. This Agreement may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, for all such counterparts shall constitute one and the same agreement.

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

GRANTOR:

DEFY MEDIA, LLC

By: ALLY BANK, an authorized signatory
under power of attorney

By: 
Name: Frank A Chiovini
Title: Authorized Signatory

BANK:

ALLY BANK

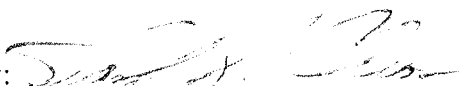
By: 
Name: Frank A Chiovini
Title: Authorized Signatory

EXHIBIT A

COPYRIGHTS

| DESCRIPTION | REGISTRATION/ APPLICATION NUMBER | REGISTRATION/ APPLICATION DATE |
|---|---|---|
| Shockwave.com immersive network | TX0006304363 | 12/30/05 |
| Photojam 2 | TX0005872762 | 06/03/02 |
| Keyhole version 17 | TXu1261458 | 09/16/05 |
| Keyhole version 1 | TXu1256357 | 07/25/05 |
| Higher Power | Pau003798443 | 09/11/15 |
| GameTrailers.com | VA1623700 | 05/31/07 |
| SMOS 2015 WALL CALENDAR (978-1-4494-5833-1) | TX0008053129 | 06/16/14 |
| Smosh 2016 Wall Calendar | TX0008195840 | 10/01/15 |

EXHIBIT B

PATENTS

| DESCRIPTION | REGISTRATION/ APPLICATION NUMBER | REGISTRATION/ APPLICATION DATE |
|--------------------|---|---|
| None. | | |

EXHIBIT C

TRADEMARKS

| DESCRIPTION | REGISTRATION/ SERIAL NUMBER | REGISTRATION/ APPLICATION DATE |
|------------------------------|--|---|
| ALLOY | 88084742 | 08/20/18 |
| CLEVVER | 5533222 | 08/07/18 |
| BREAK | 5533190 | 08/07/18 |
| MMV | 5533142 | 08/07/18 |
| AWE(ME) AMAZE. WOW. EDUCATE. | 5527969 | 07/31/18 |
| MADE MAN | 5527923 | 07/31/18 |
| SCREEN JUNKIES | 5527922 | 07/31/18 |
| SCREENJUNKIES | 5527921 | 07/31/18 |
| AWE ME | 87525667 | 07/12/17 |
| CAMERA ROLL | 4924452 | 03/22/16 |