

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FUTURI MEDIA, LLC		01/28/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	FIRST MERCHANTS BANK		
Street Address:	10333 North Meridian Street		
Internal Address:	Suite 350		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	State Banking Institution: INDIANA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4073480	LDR	
Registration Number:	4073481	LISTENER DRIVEN RADIO	
Registration Number:	4077213	TAKEOVER	
Registration Number:	5522261	TOPLINE	
Registration Number:	5599755	IDEASTARTERS	
Serial Number:	87536367	POST	
Serial Number:	87536349	POST	
Serial Number:	88185250	LDR	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<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:	317-238-6304		
Email:	rgoode@kdlegal.com		
Correspondent Name:	Robert J. Goode		
Address Line 1:	One Indiana Square, Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Robert J. Goode		

OP \$215.00 4073480

SIGNATURE:	/Robert J. Goode/
DATE SIGNED:	02/05/2019
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of the later of February 4, 2019 and the consummation of the Acquisition Transaction (as defined in the Credit Agreement), **FUTURI MEDIA, LLC**, an Ohio limited liability company (the "Grantor"), in favor of **FIRST MERCHANTS BANK**, an Indiana state banking institution with a mailing address of 10333 North Meridian Street, Suite 350, Indianapolis, Indiana 46290 and its successors and assigns (the "Lender").

RECITALS

A. This Agreement made in connection with certain loans in the aggregate principal amount of Fourteen Million Five Hundred Thousand and No/100 Dollars (\$14,500,000.00) (collectively, the "Loan") made by Lender to Grantor pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, **FUTURI INVESTMENT HOLDINGS, LLC** (together with Grantor, the "Borrower"), and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") and evidenced by that certain Promissory Note (Revolving Loan) dated as of the date hereof made by Borrower to Lender in the principal amount of Two Million and No/100 Dollars (\$2,000,000.00) and that certain Promissory Note (Term Loan) dated as of the date hereof made by Borrower to Lender in the principal amount of Twelve Million Five Hundred Thousand and No/100 Dollars (\$12,500,000.00) (collectively, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to collectively, as the "Note").

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Collateral Agreement") with Lender pursuant to which certain obligations of Grantor owed to Lender are secured, including without limitation the obligations with respect to the Credit Agreement as evidenced by the Note.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and pursuant to such terms, the Grantor does hereby grant to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in **Schedule 1** annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on **Schedule 1** annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in **Schedule 1** annexed hereto,

any trademark issued pursuant to a trademark application referred to in **Schedule 1** and any trademark licensed under any trademark license listed on **Schedule 1** annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

Notwithstanding anything contained herein to the contrary, the Trademark Collateral shall not include any "intent to use" applications, until a verified statement of use is filed with respect to such applications.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the terms set forth herein and the Credit Agreement or the Collateral Agreement, the terms set forth in the Credit Agreement or Collateral Agreement shall prevail. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.


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[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

FUTURI MEDIA, LLC,
an Ohio limited liability company (effective upon the
consummation of the Acquisition Transaction)

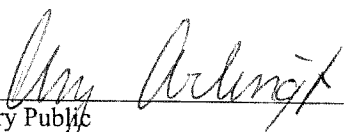
By: 
Printed: Lawrence Shagrin
Title: President

STATE OF Florida)
) SS:
COUNTY OF Palm Beach

Before me, a Notary Public in and for said County and State, personally appeared Lawrence Shagrin, the President of Futuri Media, LLC, an Ohio limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such company as such officer.

WITNESS, my hand and Notarial Seal this 28 day of January, 2019.

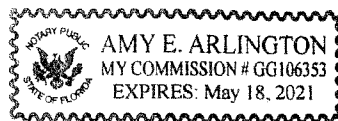
My Commission Expires:
5/18/21



Notary Public

My County of Residence:
Palm Beach

Amy Arlington
Printed



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

<u>Trademarks</u>					
Owner Name	Application / Issued	Mark	Jurisdiction	Application / Registration Number	Filing Registration Date
Futuri Media, LLC	Issued	LDR	United States	4073480	12/20/2011
Futuri Media, LLC	Issued	LISTENER DRIVEN RADIO	United States	4073481	12/20/2011
Futuri Media, LLC	Issued	TAKEOVER	United States	4077213	12/27/2011
Futuri Media, LLC	Issued	TOPLINE	United States	5522261	07/24/2018
Futuri Media, LLC	Issued	IDEASTARTERS	United States	5599755	11/16/18
Futuri Media, LLC	Application	POST	United States	87/536367	07/20/2017
Futuri Media, LLC	Application	POST AND LOGO	United States	87/536349	07/20/2017
Futuri Media, LLC	Application	LDR	United States	88/185250	11/7/2018