

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509496

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gem Shopping Network, Inc.		02/06/2019	Corporation: GEORGIA
Gem Intermediate Holding Corp.		02/06/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4224887	GSN	
<b>Registration Number:</b>	4746112	GEM SHOPPING NETWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>			
<b>Phone:</b>	6179518132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		
<b>DATE SIGNED:</b>	02/11/2019		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 6, 2019, is made by each of Gem Shopping Network, Inc., a Georgia corporation (the "Borrower"), Gem Intermediate Holding Corp., a Delaware corporation ("Holdings" and, together with the Borrower, each, a "Grantor" and collectively, the "Grantors"), in favor of BMO Harris Bank N.A., as lender and as issuer of letters of credit (the "Secured Party").

### RECITALS

A. Pursuant to that certain Loan Authorization Agreement, and the Letter of Credit Rider attached thereto, each dated of even date herewith, (as the same may be amended, supplemented, and restated or otherwise modified from time to time, the "Loan Agreement"), by and between the Borrower and the Secured Party, the Secured Party has agreed to make certain financial accommodations to Borrower upon the terms and subject to the conditions set forth therein.

B. Holdings has agreed, pursuant to a Guaranty of even date herewith in favor of Secured Party (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), to guarantee the Loans of Borrower.

C. Pursuant to that certain Pledge and Security Agreement, of even date herewith (the "Pledge and Security Agreement"), each Grantor has granted to Secured Party a lien upon all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to continue to make financial accommodations under the Loan Agreement, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Secured Party, and grants to the Secured Party, a Lien on all of its right, title and interest in, to and under the following collateral of such Grantor (the "Intellectual Property Collateral"):

(a) all of its Copyrights and all Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions thereof;

(b) all of its Patents and all Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto, together with all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

(c) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals and extensions thereof, and all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The lien granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the lien granted to Secured Party pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the lien in the Intellectual Property Collateral made and granted hereby are more fully set forth in the lien granted pursuant to the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and Licenses subject to a lien hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

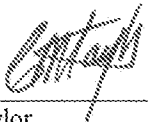
Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

**[signature pages follow]**

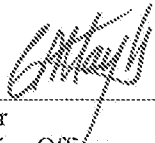
IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

GEM SHOPPING NETWORK, INC.  
a Georgia corporation

By:   
Name: Colin Taylor  
Title: Chief Executive Officer

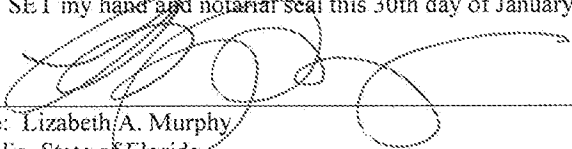
GEM INTERMEDIATE HOLDING CORP.  
a Delaware corporation

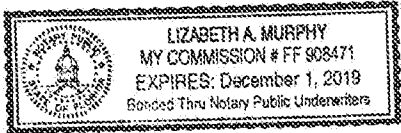
By:   
Name: Colin Taylor  
Title: Chief Executive Officer

STATE OF FLORIDA            }  
  } ss:  
COUNTY OF PALM BEACH    }

Before me, the undersigned, a Notary Public of the State of Florida, personally appeared Colin Taylor, having been sworn by me according to law did depose and say he was the Chief Executive Officer of Grantors and did acknowledge the execution of the foregoing Intellectual Property Security Agreement on behalf of said Grantor.

I HEREBY SET my hand and notarial seal this 30th day of January, 2019.

Notary:   
Print Name: Elizabeth A. Murphy  
Notary Public, State of Florida  
My Commission Expires: December 1, 2019  
Personally Known: X  
OR Produced Identification: \_\_\_\_\_  
Type of Identification Produced: N/A

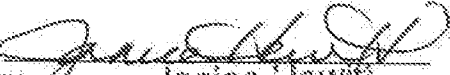


*[Signature Page to Intellectual Property Security Agreement]*

ACCEPTED AND AGREED  
as of the date first above written:

Secured Party:

BMO HARRIS BANK N.A.

By   
Name: Janice Hewitt  
Title: Director

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006556 FRAME: 0737**

SCHEDULE I TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Country	Trademark Name	Trademark Application No.	Trademark Registration No.	Date of Application	Date of Registration
USA	GSN Design	85542410	4224887	02/14/2012	10/16/2012
USA	GEM SHOPPING NETWORK	86200311	4746112	02/21/2014	06/02/2015