

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Futuri Media, LLC		02/04/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Oxer BCP Mezzanine Fund, L.P.		
Street Address:	883 Yard Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43212		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4073481	LISTENER DRIVEN RADIO	
Registration Number:	4077213	TAKEOVER	
Registration Number:	5522261	TOPLINE	
Registration Number:	5599755	IDEASTARTERS	
Registration Number:	4333096	CLICKTOPLAY	
Registration Number:	4371050	TOPICPULSE	
Registration Number:	4547246	LDR INTERACTIVE	
Registration Number:	4519379	BROADCASTING TO CROWDCASTING	
Registration Number:	4647985	OPEN MIC	
Registration Number:	4635867	#ENGAGE	
Registration Number:	4477393	GRÜVR	
Registration Number:	5624362	POST	
Serial Number:	87536349	POST	
Serial Number:	88185250	LDR	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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>			

OP \$365.00 4073481

Phone: 6144621093
Email: ipdocketcolumbus@icemiller.com
Correspondent Name: Ice Miller LLP
Address Line 1: 250 West Street, Suite 700
Address Line 4: Columbus, OHIO 43215-7509

NAME OF SUBMITTER: Barbara Bacon

SIGNATURE: /Barbara Bacon/

DATE SIGNED: 02/18/2019

Total Attachments: 4

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF FEBRUARY 4, 2019 AMONG FUTURI INVESTMENT HOLDINGS, LLC AND FUTURI MEDIA, LLC (COLLECTIVELY, THE "BORROWER"), FIRST MERCHANTS BANK (THE "SENIOR LENDER") AND OXER BCP MEZZANINE FUND, L.P., TO THE INDEBTEDNESS OWED BY BORROWER TO SENIOR LENDER; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

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 Note Purchase Agreement), **FUTURI MEDIA, LLC**, an Ohio limited liability company (the "Grantor"), in favor of **OXER BCP MEZZANINE FUND, L.P.**, a Delaware limited partnership with a mailing address of 883 Yard Street, Columbus, Ohio 43212 and its successors and assigns (the "Purchaser").

RECITALS

A. This Agreement made in connection with the sale of a senior subordinated note in the aggregate principal amount of Six Million and No/100 Dollars (\$6,000,000.00) (together with all extensions, renewals, replacements, restatements or modifications thereof, the "Note") by Grantor and **FUTURI INVESTMENT HOLDINGS, LLC** (together with Grantor, the "Issuers") to Purchaser pursuant to that certain Senior Subordinated Note Purchase Agreement dated as of the date hereof by and among the Issuers and Purchaser (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Note Purchase Agreement").

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 Purchaser pursuant to which certain obligations of Grantor owed to Purchaser are secured, including without limitation the obligations with respect to the Note Purchase Agreement as evidenced by the Note.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Purchaser 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 Note Purchase Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Note Purchase Agreement and pursuant to such terms, the Grantor does hereby grant to Purchaser 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 Purchaser 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 Purchaser with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase 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 Note Purchase Agreement or the Collateral Agreement, the terms set forth in the Note Purchase Agreement or Collateral Agreement shall prevail. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

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

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

*Signature Page to
Trademark Security Agreement*

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Owner Name	Application / Issued	Mark	Jurisdiction	Application / Registration Number	Filing / Registration Date
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	Issued	CLICK TO PLAY	United States	4333096	05/07/2013
Futuri Media, LLC	Issued	TopicPulse	United States	4371050	07/23/2013
Futuri Media, LLC	Issued	LDR INTERACTIVE	United States	4547246	06/10/2014
Futuri Media, LLC	Issued	BROADCASTING TO CROWDCASTING	United States	4519379	04/22/2014
Futuri Media, LLC	Issued	OPEN MIC	United States	4647985	12/02/2014
Futuri Media, LLC	Issued	#ENGAGE	United States	4635867	11/11/2014
Futuri Media, LLC	Issued	GRUVR	United States	4477393	02/04/2014
Futuri Media, LLC	Issued	POST	United States	5624362	12/04/2018
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