

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509502

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CL Media Holdings LLC		01/31/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CENTRE LANE PARTNERS MASTER CREDIT FUND II, L.P.		
<b>Street Address:</b>	60 East 42nd Street, Ste. 1250		
<b>Internal Address:</b>	Attn: Luke Gosselin, Managing Director		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10165		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3419492	PUREPLAY	
<b>Registration Number:</b>	3988594	MALL WORLD	
<b>Registration Number:</b>	4968708	DAILYTOAST	
<b>Registration Number:</b>	4504218	LUCKY SLOTS	
<b>Registration Number:</b>	4424881	LUCKY SLOTS	
<b>Registration Number:</b>	4028841	GALACTIC TRADER	
<b>Registration Number:</b>	4467979	REWARD BASED GAMES	
<b>Registration Number:</b>	4024965	ROCKYOU	
<b>Registration Number:</b>	4024964	ROCKYOU	
<b>Registration Number:</b>	4021649	ROCKYOU MEDIA	
<b>Registration Number:</b>	4903551	SOLITAIRE ARENA	
<b>Registration Number:</b>	2592351	CLUBMOM	
<b>Registration Number:</b>	2608079	CLUB MOM	
<b>Registration Number:</b>	3316341	CAFEMOM	
<b>Registration Number:</b>	4747392	CAFEMOM	
<b>Registration Number:</b>	3385159	SWEETPEAS	
<b>Registration Number:</b>	4566129	CAFEMOM PRESENTS MOM.COM	
<b>Registration Number:</b>	4527732	THE STIR	
<b>TRADEMARK</b>			

OP \$840.00 3419492

Property Type	Number	Word Mark
Registration Number:	4527733	THE STIR
Registration Number:	4516285	THE PROWL
Registration Number:	5020283	VIVALA
Registration Number:	5047658	ATHENA
Registration Number:	5087970	REVELIST
Registration Number:	5189110	CLUB MOMME
Registration Number:	4349124	MOM.ME
Registration Number:	4349125	MOM.ME
Registration Number:	4818373	PURPLE CLOVER
Registration Number:	4998319	LITTLETHINGS.COM
Registration Number:	5270266	TRUTH BOMB MOM
Registration Number:	5178153	LITTLETHINGS LIVE
Registration Number:	4996756	
Registration Number:	4419547	LISTBLISS
Serial Number:	86361677	THELITTLETHINGS

#### CORRESPONDENCE DATA

**Fax Number:**

*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:** 212-655-3320  
**Email:** pwright@chapman.com  
**Correspondent Name:** Chapman and Cutler LLP  
**Address Line 1:** 1270 Avenue of the Americas, 30th Floor  
**Address Line 2:** Patricia A. Wright  
**Address Line 4:** New York, NEW YORK 10020

<b>NAME OF SUBMITTER:</b>	Patricia A. Wright
<b>SIGNATURE:</b>	/Patricia A. Wright/
<b>DATE SIGNED:</b>	02/11/2019

**Total Attachments: 9**  
source=Centre Lane - Trademark Recordation Form#page1.tif  
source=Centre Lane - Trademark Recordation Form#page2.tif  
source=Centre Lane - Trademark Recordation Form#page3.tif  
source=Centre Lane - Trademark Recordation Form#page4.tif  
source=Centre Lane - Trademark Recordation Form#page5.tif  
source=Centre Lane - Trademark Recordation Form#page6.tif  
source=Centre Lane - Trademark Recordation Form#page7.tif  
source=Centre Lane - Trademark Recordation Form#page8.tif  
source=Centre Lane - Trademark Recordation Form#page9.tif

### 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):**

CL Media Holdings LLC

- Individual(s)
- 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) January 31, 2019

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**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, Ste. 1250

City: New York

State: New York

Country: USA Zip: 10165

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- 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 Be attached to the Intellectual Property Security Agreement

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule Be attached to the Intellectual Property Security Agreement

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 Be attached to the Intellectual Property Security Agreement

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

Name: Chapman and Cutler LLP

Internal Address: Attn: Patricia A. Wright

Street Address: 1270 Avenue of the Americas, 30th Fl.

City: New York

State: New York Zip: 10020

Phone Number: (212) 655-3320

Docket Number: \_\_\_\_\_

Email Address: pwright@chapman.com

**6. Total number of applications and registrations involved:**

33

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

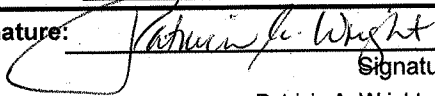
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Patricia A. Wright

Name of Person Signing

February 8, 2019

Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**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 January 31, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) 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, CL MEDIA HOLDINGS LLC, a Delaware limited liability company (“*Borrower*”), 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 the date hereof (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, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of the date hereof made by the Grantors to the Collateral Agent (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, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each 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 each 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. Each 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. Each 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.

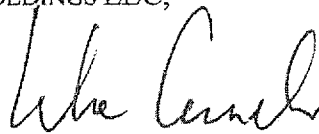
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, each 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.

CL MEDIA HOLDINGS LLC,  
as Grantor

By: \_\_\_\_\_



Name: Luke Gosselin

Title: Managing Director

SIGNATURE PAGE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK

REEL: 006579 FRAME: 0298

Schedule A

PATENTS

**Patents**

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
CL Media Holdings LLC	COMPUTER NETWORKED GAME SYSTEM UTILIZING SUBSCRIPTION BASED MEMBERSHIP AND ALTERNATIVE METHODS OF ENTRY	7094154	8/22/2006

**Patent Applications**

<u>Registered Owner</u>	<u>Title</u>	<u>Application Number</u>
CL Media Holdings LLC	Systems and Methods for Crediting Rewards in On-Line Games	Prov No. 61522653
CL Media Holdings LLC	Virtual Coupons for use in On-Line Games	13/762,304
CL Media Holdings LLC	Automated Sweepstakes Manager	Prov No. 61621708



Schedule B

TRADEMARKS

**Trademarks**

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CL Media Holdings LLC	PUREPLAY	3419492	2008/4/29
CL Media Holdings LLC	MALL WORLD	3988594	2011/7/5
CL Media Holdings LLC	DAILYTOAST	4968708	2016/5/31
CL Media Holdings LLC	LUCKY SLOTS	4504218	2014/1/3
CL Media Holdings LLC	LUCKY SLOTS	4424881	2013/29/10
CL Media Holdings LLC	GALACTIC TRADER	4028841	2011/9/20
CL Media Holdings LLC	REWARD BASED GAMES	4467979	2014/1/14
CL Media Holdings LLC	ROCKYOU	4024965	2011/9/13
CL Media Holdings LLC	ROCKYOU	4024964	2011/9/13
CL Media Holdings LLC	ROCKYOU MEDIA	4021649	2011/9/6
CL Media Holdings LLC	SOLITAIRE ARENA	4903551	2016/2/23
CL Media Holdings LLC	CLUBMOM	2592351	7/9/2002
CL Media Holdings LLC	CLUBMOM - DESIGN	2608079	8/13/2002
CL Media Holdings LLC	CAFEMOM (WORD MARK)	3316341	10/23/2007
CL Media Holdings LLC	CAFEMOM (DESIGN)	4747392	6/2/2015
CL Media Holdings LLC	SWEETPEAS	3385159	2/19/2008
CL Media Holdings LLC	CAFEMOM PRESENTS MOM.COM	4566129	7/15/2014
CL Media Holdings LLC	THE STIR (WORD MARK)	4527732	5/13/2014

CL Media Holdings LLC	THE STIR (DESIGN)	4527733	5/13/2014
CL Media Holdings LLC	THE PROWL	4516285	4/15/2014
CL Media Holdings LLC	VIVALA	5020283	8/16/2016
CL Media Holdings LLC	ATHENA	5047658	9/27/2016
CL Media Holdings LLC	REVELIST	5087970	11/22/2016
CL Media Holdings LLC	CLUB MOMME	5189110	
CL Media Holdings LLC	MOM.ME	43491 24	
CL Media Holdings LLC	MOM.ME (AND DESIGN BELOW)	4349125	
CL Media Holdings LLC	PURPLE CLOV ER	4818373	
CL Media Holdings LLC	<u>LITTLETHINGS.COM</u>	4998319 I	7/12/2016
CL Media Holdings LLC	TRUTH BOMB MOM	5270266	8/22/2017
CL Media Holdings LLC	LITTLETHINGS LIVE	5178153	4/4/2017
CL Media Holdings LLC	THELITTLETHINGS	N/A	N/A
CL Media Holdings LLC	LITTLETHINGS SUN AND CLOUD LOGO (DESIGN)	4996756	7/9/2002
CL Media Holdings LLC	LISTBLISS	County File No. 095459-0884643	8/13/2002

Schedule C

COPYRIGHTS

**Copyrights**

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
CL Media Holdings LLC	ZOMBIES SOCIAL NETWORKING SOFTWARE.	TXu001578412	2008/07/15
CL Media Holdings LLC	WEREWOLVES SOCIAL NETWORKING SOFTWARE.	TXu001578413	2008/07/15
CL Media Holdings LLC	VAMPIRES SOCIAL NETWORKING SOFTWARE.	TXu001578398	2008/07/15
CL Media Holdings LLC	SLAYERS SOCIAL NETWORKING SOFTWARE.	TXu001578404	2008/07/15
CL Media Holdings LLC	My Hottest Friends / by Javier Guel, Bill Summer, Guy Argus, MMJK, Inc.	TX0006424446	2010/08/16
CL Media Holdings LLC	MY HOTTEST FRIENDS.	TX0007176107	2010/07/16