

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515030

|   |  |                       |  |
|---|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | Patent, Trademark and Copyright Security Agreement |                       |  |
| <b>CONVEYING PARTY DATA</b>   |  |                       |  |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                     |
| Viamedia, Inc.  |  | 12/13/2013            | Corporation: PENNSYLVANIA              |
| Viamedia Services Corp.   |  | 12/13/2013            | Corporation: DELAWARE                  |
| Viamedia Holding Corp.  |  | 12/13/2013            | Corporation: DELAWARE                  |
| Viamedia National Sales, LLC  |  | 12/13/2013            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | PNC Bank, National Association                     |                       |  |
| <b>Street Address:</b>  | 300 Fifth Avenue                                   |                       |  |
| <b>Internal Address:</b>  | The Tower at PNC Plaza                             |                       |  |
| <b>City:</b>  | Pittsburgh   |                       |  |
| <b>State/Country:</b>   | PENNSYLVANIA                                       |                       |  |
| <b>Postal Code:</b>   | 15222  |                       |  |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES        |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Serial Number:</b>   | 88312022   | SPOTHOP               |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 4125621041   |                       |  |
| <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>   | 412-562-1637                                       |                       |  |
| <b>Email:</b>   | vicki.cremonese@bipc.com                           |                       |  |
| <b>Correspondent Name:</b>  | Michael L. Dever                                   |                       |  |
| <b>Address Line 1:</b>  | 301 Grant Street                                   |                       |  |
| <b>Address Line 2:</b>  | 20th Floor   |                       |  |
| <b>Address Line 4:</b>  | Pittsburgh, PENNSYLVANIA 15219                     |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 0011046-302437                                     |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Michael L. Dever                                   |                       |  |
| <b>SIGNATURE:</b>   | /Michael L. Dever/                                 |                       |  |
| <b>DATE SIGNED:</b>   | 03/19/2019   |                       |  |

CH \$40.00 88312022

**Total Attachments: 12**

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## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "**Agreement**"), dated as of December 13, 2013 is entered into by and among **EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (each a "**Pledgor**" and collectively, the "**Pledgors**") and **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent for the Lenders referred to below (the "**Administrative Agent**").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") of even date herewith by and among Viamedia, Inc., a Pennsylvania corporation, Viamedia Services Corp., a Delaware corporation, and Placemedia, Inc., a Delaware corporation (each a "**Borrower**" and collectively, the "**Borrowers**"), the Guarantors a party thereto (the "**Guarantors**"), the Lenders a party thereto (the "**Lenders**") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrowers, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein; and

WHEREAS, the parties hereto are each party to that certain Security Agreement dated as of the date hereof (the "**Security Agreement**").

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein: (i) capitalized terms used in this Agreement but not defined herein shall have the respective meanings assigned to them in the Credit Agreement; (ii) capitalized terms used in this Agreement but not defined herein or in the Credit Agreement shall have the respective meanings assigned to them in the Security Agreement; and (iii) the rules of construction set forth in Section 1.2 Construction of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Code.

(b) "**Excluded IP**" shall mean and include all: (i) assets for which a grant or conveyance of a security interest therein is prohibited by law or by agreements containing anti-assignment clauses not overridden by applicable law (including the Code); and (ii) intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, including any such assets or trademark applications set forth on Schedule B hereto.

(c) "**Patents, Trademarks and Copyrights**" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now

owned or hereafter acquired by such Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world and all, as applicable, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of such trademarks relate.

(d) "IP Collateral" shall mean the Patents, Trademarks and Copyrights, excluding all Excluded IP.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates, in the entire right, title and interest of such Pledgor in and to all of its IP Collateral.

3. Each Pledgor represents and warrants that:

(a) (i) the Patents, Trademarks and Copyrights set forth on Schedule A and owned by such Pledgor are subsisting; and (ii) the issued and registered Patents, Trademarks and Copyrights set forth on Schedule A and owned by such Pledgor have not been adjudged invalid or unenforceable, in whole or in part, in each case of (i) and (ii) except as could not reasonably be expected to have a Material Adverse Change;

(b) to such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights set forth on Schedule A and owned by such Pledgor is valid and enforceable;

(c) such Pledgor is the owner each of its respective Patents, Trademarks and Copyrights, free and clear of any Liens, except for Permitted Liens;

(d) no written claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights owned by such Pledgor does or may violate the intellectual property rights of any third party;

(e) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the trademarks owned by such Pledgor that constitute Patents, Trademarks and Copyrights to the extent necessary and required by law to maintain such Patents, Trademarks and Copyrights;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the material Patents, Trademarks and Copyrights owned by such Pledgor to the extent necessary and required by law to maintain such Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof and except as could not reasonably be expected to have a Material Adverse Change;

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense (other than defense of

payment)it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrowers, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense (other than defense of payment) to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Reserved.

6. If, before the Secured Obligations shall have been Paid In Full, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark and Copyright or any improvement on any Patent, Trademark and Copyright, the provisions of this Agreement shall automatically apply thereto with respect to any of the foregoing that constitutes IP Collateral and, with respect to any such issued, registered or applied-for IP Collateral, such Pledgor shall give to the Administrative Agent notice thereof in writing, together with the next annual financial statement in connection with Section 8.3.2 of the Credit Agreement. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademark registrations, copyright registrations or copyright applications owned by such Pledgor and the provisions of this Agreement shall apply thereto.

7. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Code in effect at the time and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing and in accordance with the terms of the Credit Agreement and the Security Agreement, Administrative Agent may immediately sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein.

8. If any Event of Default shall have occurred and be continuing and in accordance with the terms of the Credit Agreement and the Security Agreement, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable

terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. At such time as all of the Secured Obligations shall have been Paid In Full, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to terminate Administrative Agent's security interest in or to, and to re-vest in the Pledgors full title to, the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto and in accordance herewith.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, and the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, shall be borne and paid by the Pledgors in accordance with the terms of the Credit Agreement.

11. Each Pledgor shall have the duty, subject to its reasonable business judgment, to prosecute diligently any material patent applications filed by such Pledgor included in the Patents, Trademarks and Copyrights pending as of the date of this Agreement and to preserve and maintain all rights in all such patent applications and material patents owned by such Pledgor, including the payment of all maintenance fees, if commercially reasonable in the reasonable judgment of such Pledgor until the Secured Obligations shall have been Paid In Full. Any expenses incurred in connection with such an application shall be borne by the Pledgors. Subject to Pledgor's reasonable business judgment, no Pledgor shall abandon any material Patent, Trademark and Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is reasonably satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and reasonable and documented out-of-pocket expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such joinder by such Pledgor in accordance with the Credit Agreement.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Without limitation of the preceding subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products and the value of the benefits described in Paragraph 24 hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products, or

(ii) the excess of: (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, other than the Security Agreement, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 26 hereof with respect to additions and supplements to Schedule A hereto.

17. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 of the Credit Agreement and shall make all payments of Taxes as provided therein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of New York, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of New York.

20. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE ISSUING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS



AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY PLEDGOR OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. Each Pledgor hereby appoints the process agent identified below (the "**Process Agent**") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is Viamedia, Inc., with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Companies and agrees to act as Process Agent on behalf of the Companies.

21. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

22. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

23. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided and in accordance with the terms of Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights: (i) to receive the various notifications such Pledgor is required to deliver hereunder, (ii) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (iii) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

25. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrowers and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

26. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

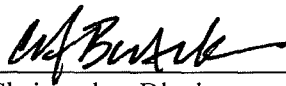
**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

**[SIGNATURE PAGE – PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

**PLEDGORS:**

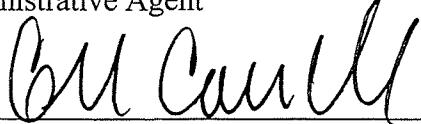
**VIAMEDIA, INC.  
VIAMEDIA SERVICES CORP.  
PLACEMEDIA, INC.  
VIAMEDIA HOLDING CORP.  
PLACEMEDIA HOLDING CORP.  
VIAMEDIA, LLC  
TARGET SELECT CABLE, LLC  
VIAMEDIA NATIONAL SALES, LLC**

By:   
Name: Christopher Black  
Title: Chief Financial Officer of each entity  
listed above

**[SIGNATURE PAGE – PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

**ADMINISTRATIVE AGENT:**

**PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent**

By: 

Name: Gregory M. Carroll

Title: Senior Vice President

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS AND PATENT APPLICATIONS, REGISTERED  
TRADEMARKS AND TRADEMARK APPLICATIONS AND  
REGISTERED COPYRIGHTS**

1. Registered Patents and Patent Applications:

| <b>Patent Application Title</b>                           | <b>Registration/<br/>Application<br/>Number</b> | <b>Registration/<br/>Application<br/>Date</b> | <b>Jurisdiction</b> | <b>Owner</b>   |
|---|---|---|---------------------|----------------|
| Integrating Digital Advertising Ecosystems Into Linear TV | 16227160  | 20-DEC-2018                                   | US                  | Viamedia, Inc. |

2. Registered Trademark and Trademark Applications:

| <b>Trademark</b> | <b>Registration/<br/>Application<br/>Number</b> | <b>Registration/<br/>Application<br/>Date</b> | <b>Jurisdiction</b> | <b>Owner</b>   |
|------------------|---|---|---------------------|----------------|
| <b>viamedia</b>  | 3995599   | 19-JUL-2011                                   | US                  | Viamedia, Inc. |
|                  | 77805729  | 17-AUG-2009                                   |                     |                |
| VIAMEDIA         | 16432   | 30-OCT-2006                                   | KY                  | Viamedia, Inc. |
| VIAMEDIA         | 110248  | 24-OCT-2006                                   | AL                  | Viamedia, Inc. |
| SPOTHOP          | 88312022  | 22-FEB-2019                                   | US                  | Viamedia, Inc. |
| QTT              | 88311894  | 22-FEB-2019                                   | US                  | Viamedia, Inc. |

3. Registered Copyrights:

| <b>Copyright</b>                   | <b>Registration<br/>Number</b> | <b>Registration<br/>Date</b> | <b>Status</b> | <b>Owner</b>  |
|------------------------------------|--------------------------------|------------------------------|---------------|---------------|
| The motion picture "I" in Viamedia | PA 1-618-453                   | 09-FEB-2009                  | US            | Viamedia, LLC |

**SCHEDULE B  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**Excluded IP**

None