TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528566

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ESSENCE COMMUNICATIONS INC., as a Grantor		06/19/2019	Corporation: DELAWARE
ESSENCE FESTIVAL LLC, as a Grantor		06/19/2019	Limited Liability Company: DELAWARE
ESSENCE FESTIVALS INVESTMENTS LLC, as a Grantor		06/19/2019	Limited Liability Company: LOUISIANA
ESSENCE FESTIVALS PRODUCTIONS LLC, as a Grantor		06/19/2019	Limited Liability Company: LOUISIANA
ECI PUBLISHING, INC., as a Grantor		06/19/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association, as Lender
Street Address:	4910 Tiedeman Road
City:	Brooklyn
State/Country:	OHIO
Postal Code:	44144
Entity Type:	Association: UNITED STATES

OP $765.00 1204615

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	1204615	ESSENCE
Registration Number:	1594963	ESSENCE
Registration Number:	1131774	ESSENCE
Registration Number:	3583194	ESSENCE
Registration Number:	4258666	ESSENCE
Registration Number:	4470694	ESSENCE
Registration Number:	1883012	ESSENCE BY MAIL
Registration Number:	1373090	ESSENCE BY MAIL
Registration Number:	4525298	ESSENCE FESTIVAL
Registration Number:	2325402	ESSENCE MUSIC FESTIVAL

Property Type	Number	Word Mark
Registration Number:	4075562	FRIZZ FORECAST
Registration Number:	5633663	LEAP. RUN. GROW.
Registration Number:	3089774	NATURALLYCURLY.COM
Registration Number:	5563853	NATURALLYCURLY.COM · EDITOR'S CHOICE · T
Registration Number:	5458061	NATURALLYCURLY.COM BEST OF THE BEST THEC
Registration Number:	5633596	PATH TO POWER
Registration Number:	5089382	TEXTURE ON THE RUNWAY
Registration Number:	4159132	TEXTUREMEDIA
Serial Number:	88011782	#ESSENCEESUITE
Serial Number:	88011765	E SUITE
Serial Number:	87666772	ESSENCE
Serial Number:	88213011	ESSENCE BEAUTY CARNIVAL
Serial Number:	88045264	ESSENCE BLACK LOVE GALA
Serial Number:	88016050	ESSENCE E SUITE
Serial Number:	88139540	ESSENCE GIRLS UNITED
Serial Number:	88027084	ESSENCE MARCHÉ
Serial Number:	88334707	ESSENCE MUSEUM OF BLACK BEAUTY
Serial Number:	88334732	MUSEUM OF BLACK BEAUTY
Serial Number:	87196225	NATURALLYCURLY.COM
Serial Number:	87335399	TEXTURE TYPING BY NATURALLYCURLY

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Corenda R. Lewis
SIGNATURE:	/Corenda R. Lewis/
DATE SIGNED:	06/20/2019

Total Attachments: 26
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Form **PTO-1594** (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

ESSENCE COMMUNICATIONS INC., as a Grantor

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: KeyBank National Association, as Lender

Street Address: 4910 Tiedeman Road

City: Brooklyn

State: OH

Country: USA Zip: 44144

☐ Individual(s) Citizenship
☒ Association Citizenship USA
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ 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)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 19, 2019

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule II attached

B. Trademark Registration No.(s)

See Schedule II attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number:

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved: 30

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

June 20, 2019
Date

Corenda R. Lewis
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 26

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

Continuation of the information in Item 1 (Trademark Recordation form cover sheet; conveying party #1 - ESSENCE COMMUNICATION INC.)

Additional Name of Conveying Parties:

2. ESSENCE FESTIVAL LLC, as a Grantor
   Other: LLC
   Citizenship: Delaware

3. ESSENCE FESTIVALS INVESTMENTS LLC, as a Grantor
   Other: LLC
   Citizenship: Louisiana

4. ESSENCE FESTIVALS PRODUCTIONS LLC, as a Grantor
   Other: LLC
   Citizenship: Louisiana

5. ECI PUBLISHING, INC., as a Grantor
   Corporation – State: Delaware

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 19, 2019, is made by the undersigned (each a "Grantor", and collectively, "Grantors") in favor of KEYBANK NATIONAL ASSOCIATION ("Lender").

BACKGROUND

Pursuant to that certain Loan and Security Agreement, dated as of June 19, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among ESSENCE COMMUNICATIONS INC., a Delaware corporation ("Essence Communications" and together with each other Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each, a "Borrower"), the other Loan Parties from time to time party thereto and Lender, Lender has agreed to make the Advances for the benefit of the Borrower.

Lender is willing to make the Advances as provided for in the Loan Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows (on a several basis, except where the express terms hereof are joint and several):

1. Defined Terms. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

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"Intellectual Property Security Agreement" means this Intellectual Property Security Agreement, and shall include all further amendments, modifications and supplements hereto and shall refer to this Intellectual Property Security Agreement, as the same may be in effect at the time such reference becomes operative.

"Patent License" means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

"Patents" means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Trademark License" means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

"Trademarks" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. Grant Of Security Interest In Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, each Grantor hereby pledges and grants to Lender, a continuing first priority security interest in and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

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(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright license, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. Representations and Warranties. Each Grantor represents and warrants that it does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedules I-III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, if applicable, and the proper filing of appropriate financing statements in the applicable filing office in the state of formation of the applicable Grantor, perfected security interests in favor of Lender in all of each Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, each Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, if applicable, and the filing of appropriate financing statements in the applicable filing office in the state of formation of the applicable Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. Covenants. Each Grantor covenants and agrees with Lender as follows:

(a) Such Grantor shall notify Lender as promptly as reasonably practicable if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of such Grantor's business may become abandoned, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender notice thereof,

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and, upon request of Lender, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Such Grantor shall take all actions necessary and reasonably requested by Lender to maintain and pursue each application for registrations material to the operation of such Grantor's business, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing material to the operation of such Grantor's business), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings in connection with registrations material to such Grantor's business.

(d) In the event that any of the Intellectual Property Collateral material to the operation of such Grantor's business is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Lender promptly after Grantor learns thereof. Such Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, as promptly as reasonably practicable sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender reasonably deems appropriate under the circumstances to protect such Intellectual Property Collateral.

5. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Lien granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in and Lien on the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

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7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. Termination of This Security Agreement. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon Payment in Full of all Obligations and termination of the Loan Agreement in accordance with the terms thereof.

9. Governing Law. This Intellectual Property Security Agreement and all rights and obligations hereunder shall be governed by and construed and enforced in all respects in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

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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.

ESSENCE COMMUNICATIONS INC., as a Grantor

By: _____
Name: JOSEPH BRADY
Title: Chief Financial Officer

ESSENCE FESTIVALS LLC, as a Grantor

By: _____
Name: JOSEPH BRADY
Title: Authorized Representative

ESSENCE FESTIVALS INVESTMENTS LLC, as a Grantor
By: Essence Festivals LLC, as Manager

By: _____
Name: JOSEPH BRADY
Title: Authorized Representative

ESSENCE FESTIVALS PRODUCTIONS LLC, as a Grantor
By: Essence Festivals LLC, as Manager

By: _____
Name: JOSEPH BRADY
Title: Authorized Representative

ECI PUBLISHING, INC., as a Grantor

By: _____
Name: JOSEPH BRADY
Title: Authorized Representative

TRADEMARK
REEL: 006674 FRAME: 0759

ACCEPTED and ACKNOWLEDGED
as of the date first written above by:

KEYBANK NATIONAL ASSOCIATION,
as Lender

By: _____
Name: David Lewing
Title: Senior Vice President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS AND PATENT LICENSES:

None.

TRADEMARK
REEL: 006674 FRAME: 0761

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS:

All common law trademarks and service marks used in a Grantor's business as well as the following trademark registrations and applications

GRANTOR	COUNTRY	MARK	SER. NO.	APP. DATE	REG. NO.	REG. DATE	STATUS
Essence Communications Inc.	United States	ESSENCE	73298056	20-Feb-81	1204615	10-Aug-82	REGISTERED
Essence Communications Inc.	United States	ESSENCE	73782161	21-Feb-89	1594963	08-May-90	REGISTERED
Essence Communications Inc.	United States	ESSENCE	73201661	29-Jan-79	1131774	11-Mar-80	REGISTERED
Essence Communications Inc.	United States	ESSENCE	77531399	25-Jul-08	3583194	03-Mar-09	REGISTERED
Essence Communications Inc.	United States	ESSENCE	85408216	26-Aug-11	4258666	11-Dec-12	REGISTERED
Essence Communications Inc.	United States	ESSENCE	85963805	19-Jun-13	4470694	21-Jan-14	REGISTERED
Essence Communications Inc.	United States	ESSENCE BY MAIL	74382530	26-Apr-93	1883012	07-Mar-95	REGISTERED
Essence Communications Inc.	United States	ESSENCE BY MAIL	73507040	05-Nov-84	1373090	26-Nov-85	REGISTERED
Essence Communications Inc.	United States	ESSENCE FESTIVAL	86055611	04-Sep-13	4525298	06-May-14	REGISTERED
Essence Communications Inc.	United States	ESSENCE MUSIC FESTIVAL	75493921	01-Jun-98	2325402	07-Mar-00	REGISTERED
Essence Communications Inc.	United States	FRIZZ FORECAST	85363411	05-Jul-11	4075562	20-Dec-11	REGISTERED
Essence Communications Inc.	United States	LEAP. RUN. GROW.	87422731	24-Apr-17	5633663	18-Dec-18	REGISTERED
Essence Communications Inc.	United States	NATURALLYCURLY.COM	78583326	09-Mar-05	3089774	09-May-06	REGISTERED
Essence Communications Inc.	United States	NATURALLYCURLY.COM · EDITOR'S CHOICE · THE CURL LEADERS · 2017 WINNER ·	87603083	09-Nov-17	5563853	18-Sep-18	REGISTERED

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GRANTOR	COUNTRY	MARK	SER. NO.	APP. DATE	REG. NO.	REG. DATE	STATUS
Essence Communications Inc.	United States	NATURALLYCURLY.COM BEST OF THE BEST THECURL LEADERS 2017 WINNER	87603110	11-Sept-17	5458061	01-May-18	REGISTERED
Essence Communications Inc.	United States	PATH TO POWER	87396471	03-Apr-17	5633596	18-Dec-18	REGISTERED
Essence Communications Inc.	United States	TEXTURE ON THE RUNWAY	86812450	06-Nov-15	5089382	29-Nov-16	REGISTERED
Essence Communications Inc.	United States	TEXTUREMEDIA	85377342	21-Jul-11	4159132	12-Jun-12	REGISTERED
Essence Communications Inc.	United States	#ESSENCESUITE	88011782	22-Jun-18			PENDING
Essence Communications Inc.	United States	E SUITE	88011765	22-Jun-18			PENDING
Essence Communications Inc.	United States	ESSENCE	87666772	31-Oct-17			PENDING
Essence Communications Inc.	United States	ESSENCE BEAUTY CARNIVAL	88213011	30-Nov-18			PENDING
Essence Communications Inc.	United States	ESSENCE BLACK LOVE GALA	88045264	19-Jul-18			PENDING
Essence Communications Inc.	United States	ESSENCE E SUITE and design	88016050	26-Jun-18			PENDING
Essence Communications Inc.	United States	ESSENCE GIRLS UNITED	88139540	02-Oct-18			PENDING
Essence Communications Inc.	United States	ESSENCE MARCHÉ	88027084	05-Jul-18			PENDING

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GRANTOR	COUNTRY	MARK	SER. NO.	APP. DATE	REG. NO.	REG. DATE	STATUS
Essence Communications Inc.	United States	ESSENCE MUSEUM OF BLACK BEAUTY	88334707	11-Mar-19			PENDING
Essence Communications Inc.	United States	MUSEUM OF BLACK BEAUTY	88334732	11-Mar-19			PENDING
Essence Communications Inc.	United States	NATURALLYCURLY.COM	87196225	07-Oct-16			PENDING
Essence Communications Inc.	United States	TEXTURE TYPING BY NATURALLYCURLY	87335399	14-Feb-17			PENDING
Essence Communications Inc.	ARIPO	ESSENCE	AP/ M/ 2015/ 002274	06-Jan-15	AP/ M/ 2015/ 002274	23-May-16	REGISTERED
Essence Communications Inc.	ARIPO	ESSENCE FESTIVAL	AP/ M/ 2015/ 002275	06-Jan-15	AP/ M/ 2015/ 002275	09-Sep-16	REGISTERED
Essence Communications Inc.	Canada	ESSENCE	112091700	01-Nov-01	TMA583157	05-Jun-03	REGISTERED
Essence Communications Inc.	EUTM	ESSENCE	3666013	16-Feb-04	3666013	16-Feb-04	REGISTERED
Essence Communications Inc.	Nigeria	ESSENCE	F/ TM/ O / 2014/ 22380	03-Oct-14			PENDING
Essence Communications Inc.	Nigeria	ESSENCE	F/ TM/ O / 2014/ 22381	03-Oct-14			PENDING
Essence Communications Inc.	Nigeria	ESSENCE	F/ TM/ O / 2014/ 22382	03-Oct-14			PENDING
Essence Communications Inc.	Nigeria	ESSENCE FESTIVAL	F/ TM/ O / 2014/ 22384	03-Oct-14			PENDING
Essence Communications Inc.	OAPI	ESSENCE	3201403538	26-Sep-14	81066	26-Sep-14	REGISTERED
Essence Communications Inc.	OAPI	ESSENCE	3201403539	26-Sep-14	81067	11-Aug-15	REGISTERED
Essence Communications Inc.	OAPI	ESSENCE FESTIVAL	3201403537	26-Sep-14	81065	26-Sep-14	REGISTERED
Essence Communications Inc.	South Africa	ESSENCE	2014/ 06224	10-Mar-14	2014/ 06224	06-Jul-16	REGISTERED
Essence Communications Inc.	South Africa	ESSENCE	2014/ 06225	10-Mar-14	2014/ 06225	06-Jul-16	REGISTERED
Essence Communications Inc.	South Africa	ESSENCE	2014/ 16696	30-Jun-14	2014/ 16696	15-Aug-17	REGISTERED
Essence Communications Inc.	South Africa	ESSENCE FESTIVAL	2014/ 06223	10-Mar-14	2014/ 06223	26-Nov-18	REGISTERED

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GRANTOR	COUNTRY	MARK	SER. NO.	APP. DATE	REG. NO.	REG. DATE	STATUS
Essence Communications Inc.	Tanganyika	ESSENCE		05-Jan-15			PENDING
Essence Communications Inc.	Zanzibar	ESSENCE	TZ/ S/ 2014/ 0385	18-Dec-14	TZ/ S/ 2014/ 0385	19-Jun-15	REGISTERED
Essence Communications Inc.	Zanzibar	ESSENCE	ZN/ T/ 2014/ 0989	18-Dec-14	ZN/ T/ 2014/ 0989	19-Jun-15	REGISTERED
Essence Communications Inc.	Zanzibar	ESSENCE	ZN/ T/ 2014/ 0988	18-Dec-14	ZN/ T/ 2014/ 0988	19-Jun-15	REGISTERED

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SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS:

All copyrights owned by any Grantor including the copyrights that are subject to the following Copyright Registrations

ESSENCE COMMUNCATIONS INC. COPYRIGHTS

Grantor	Copyright Name	Registration Number	Registration Year	Place of Registration
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1970	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1971	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1972	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1977	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1978	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1979	U.S. Copyright Office

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Grantor	Copyright Name	Registration Number	Registration Year	Place of Registration
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	2003	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1980	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	2002	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1981	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1982	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1983	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1984	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1985	U.S. Copyright Office
Essence Communications	Essence : the magazine for today's black	CSN0016273	1986	U.S. Copyright

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Grantor	Copyright Name	Registration Number	Registration Year	Place of Registration
Inc.	woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].			Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1987	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1988	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1989	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1990	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1991	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1992	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1993	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1994	U.S. Copyright Office

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Grantor	Copyright Name	Registration Number	Registration Year	Place of Registration
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1995	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1996	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1997	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1998	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	1999	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	2000	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	2001	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	2005	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-	CSN0016273	2006	U.S. Copyright Office

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Grantor	Copyright Name	Registration Number	Registration Year	Place of Registration
	chief, Marcia Ann Gillespie ... et al.].			
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	2007	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	2008	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	2009	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	2010	U.S. Copyright Office
Essence Communications Inc.	Essence : the magazine for today's black woman / [editor-in-chief, Marcia Ann Gillespie ... et al.].	CSN0016273	2011	U.S. Copyright Office
Essence Communications Inc.	Essence : show no. 25 / producer, Dean Radcliffe-Smith ; directed by Sandra Weir.	PA0000273612	1985	U.S. Copyright Office
Essence Communications Inc.	TV ONE NIGHT ONLY: LIVE FROM THE ESSENCE MUSIC FESTIVAL.	PA0001764680	2011	U.S. Copyright Office
Essence Communications Inc.	Total makeover : body, beauty, spirit / introd. by Susan L. Taylor ; Patricia Mignon Hinds, editor.	TX0005151225	1999	U.S. Copyright Office
Essence Communications	21st century sister : the Essence 5 keys to	TX0005341100	2000	U.S. Copyright

Grantor	Copyright Name	Registration Number	Registration Year	Place of Registration
Inc.	success / edited by Patricia Mignon Hinds ; introd. by Iyanla Vanzant.			Office
Essence Communications Inc.	ESSENCE. [Published: 2011-07-08 to 2011-09-09. Issues: vol. 42, no. 4, August 2011 to vol. 42, no. 6, October 2011]	TX0007555708	2011	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2012-01-13 to 2012-03-09. Issues: vol. 42, no. 10, February 2012 to vol. 42, no. 12, April 2012]	TX0007578571	2012	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2011-10-07 to 2011-12-09. Issues: vol. N/ A, no. N/ A/ , Fall 2011 to vol. 42, no. 9, January 2012]	TX0007590467	2011	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2012-04-06 to 2012-06-08. Issues: vol. 43, no. 1, May 2012 to vol. 43, no. 3, July 2012]	TX0007619045	2012	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2012-10-12 to 2012-12-07. Issues: vol. 43, no. 7, November 2012 to vol. 43, no. 9, January 2013]	TX0007668069	2012	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2013-01-11 to 2013-03-08. Issues: vol. 43, no. 10, February 2013 to vol. 43, no. 12, April 2013]	TX0007691464	2013	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2013-04-04 to 2013-06-07. Issues: vol. 44, no. 1, May 2013 to vol. 44,	TX0007752041	2013	U.S. Copyright Office

Grantor	Copyright Name	Registration Number	Registration Year	Place of Registration
	no. 3, July 2013]			
Essence Communications Inc.	ESSENCE. [Published: 2013-07-05 to 2013-09-06. Issues: vol. 44, no. 4, August 2013 to vol. 44, no. 6, October 2013]	TX0007797361	2013	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2013-10-11 to 2013-12-06. Issues: vol. 44, no. 7, November 2013 to vol. 44, no. 9, January 2014]	TX0007820594	2013	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2014-01-10 to 2014-03-07. Issues: vol. 44, no. 10, February 2014 to vol. 44, no. 12, April 2014]	TX0007944315	2014	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2014-07-04 to 2014-09-05. Issues: vol. 45, no. 4, August 2014 to vol. 45, no. 6, October 2014]	TX0007958236	2014	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2014-04-04 to 2014-06-06. Issues: vol. 45, no. 1, May 2014 to vol. 45, no. 3, July 2014]	TX0008000960	2014	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2014-10-10 to 2014-12-05. Issues: vol. 45, no. 7, November 2014 to vol. 45, no. 9, January 2015]	TX0008022122	2014	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2015-01-09 to 2015-03-20. Issues: vol. 45, no. 10, February 2015 to vol. 45, no. 12, April 2015]	TX0008099254	2015	U.S. Copyright Office
Essence	ESSENCE. [Published:	TX0008142801	2015	U.S.

Grantor	Copyright Name	Registration Number	Registration Year	Place of Registration
Communications Inc.	2015-07-10 to 2015-09-18. Issues: vol. 46, no. 4, August 2015 to vol. 46, no. 6, October 2015]			Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2015-04-17 to 2015-06-12. Issues: vol. 46, no. 1, May 2015 to vol. 46, no. 3, July 2015]	TX0008142806	2015	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2015-10-16 to 2015-12-04. Issues: vol. 46, no. 7, November 2015 to vol. 46, no. 9, January 2016]	TX0008182754	2015	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2016-01-08 to 2016-03-18. Issues: vol. 46, no. 10, February 2016 to vol. 46, no. 12, April 2016]	TX0008201613	2016	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2016-04-15 to 2016-06-10. Issues: vol. 47, no. 1, May 2016 to vol. 47, no. 3, July 2016]	TX0008343644	2016	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2016-07-08 to 2016-09-16. Issues: vol. 47, no. 4, August 2016 to vol. 47, no. 6, October 2016]	TX0008343847	2016	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2017-01-13 to 2017-03-24. Issues: vol. 47, no. 10, February 2017 to vol. 47, no. 12, April 2017]	TX0008373552	2017	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2017-04-21 to 2017-06-16. Issues: vol. 48, no. 1, May 2017 to vol. 48,	TX0008396008	2017	U.S. Copyright Office

Grantor	Copyright Name	Registration Number	Registration Year	Place of Registration
	no. 3, July 2017]			
Essence Communications Inc.	ESSENCE. [Published: 2016-10-14 to 2016-12-09. Issues: vol. 47, no. 7, November 2016 to vol. 47, January 2017]	TX0008398460	2016	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2012-07-06 to 2012-09-07. Issues: vol. 43, no. 4, August 2012 to vol. 43, no. 6, October 2012]	TX0008498264	2012	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2017-07-14 to 2017-09-22. Issues: vol. 48, no. 4, August 2017 to vol. 48, no. 6, October 2017]	TX0008500424	2017	U.S. Copyright Office
Essence Communications Inc.	ESSENCE. [Published: 2017-10-20 to 2017-11-17. Issues: vol. 48, no. 7, November 2017 to vol. 48, no. 8, Dec 2017/ Jan 2018]	TX0008501590	2017	U.S. Copyright Office
Essence Communications Inc.	Essence : 25 years celebrating black women / Patricia Mignon Hinds, editor ; text by Audrey Edwards ; introd. by Susan L. Taylor ; foreword by Maya Angelou.	VA0000742290	1995	U.S. Copyright Office
Essence Communications Inc.	When I grow up : a big color/ activity book.	VA0000747798	1995	U.S. Copyright Office
Essence Communications Inc.	Welcome to Africa!	VA0000750853	1995	U.S. Copyright Office
Essence Communications Inc.	Welcome to Africa! By Essence Communications, Inc. (Paint 'n' marker book;	VA0000863178	1995	U.S. Copyright Office

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Grantor	Copyright Name	Registration Number	Registration Year	Place of Registration
	no. 8645)			
Essence Communications Inc.	When I grow up. By Essence Communications, Inc. (A big color/ activity book; no. 8618)	VA0000863179	1995	U.S. Copyright Office

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