

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robb Report Media, LLC		09/21/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Penske Media Corporation		
Street Address:	11175 Santa Monica Boulevard		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5453667	CULINARY MASTERS	
Registration Number:	5608257	LUXURY WITHOUT COMPROMISE	
Registration Number:	1750085	ROBB REPORT	
Registration Number:	5202819	ROBB REPORT	
Registration Number:	4857848	ROBB REPORT COLLECTION	
Registration Number:	4640371	ROBB REPORT HEALTH & WELLNESS	
Registration Number:	4640370	ROBB REPORT HOME & STYLE	
Registration Number:	5612782	ROBB REPORT MUSE	
Registration Number:	5543688	RR1	
Registration Number:	3400285	WATCH COLLECTOR	
Registration Number:	4738458	WATCH COLLECTOR	
Serial Number:	87830187	MUSE	
CORRESPONDENCE DATA			
Fax Number:	3102030567		
<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>			
Phone:	310-203-8080		
Email:	KBovard@jmbm.com		
Correspondent Name:	Kenneth C. Bovard		

CH \$315.00 5453667

TRADEMARK

Address Line 1: Jefffer Mangels Butler & Mitchell LLP
Address Line 2: 1900 Avenue of the Stars, 7th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 65205-0008

NAME OF SUBMITTER: Kenneth C. Bovard

SIGNATURE: /Kenneth C. Bovard/

DATE SIGNED: 08/06/2019

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into, and shall be deemed to be effective, on and as of September 21, 2018, by and between ROBB REPORT MEDIA, LLC, a Delaware limited liability company (the "Debtor"), and PENSKE MEDIA CORPORATION, a Delaware corporation (the "Secured Party"; with reference to the following facts:

WITNESSETH:

WHEREAS, pursuant to that certain Secured Demand Promissory Note dated as of September 21, 2018 (as amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "Note"), by and between Secured Party and Borrower, Secured Party has made and may, in its discretion, hereafter make certain loans to Borrower as more particularly therein provided;

WHEREAS, to secure repayment of the Note and certain other obligations of Debtor to Secured Party, and to induce Secured Party to accept the Note, Borrower executed and delivered to, and for the benefit of, Secured Party that certain Pledge and Security Agreement dated as of September 21, 2018 (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), granting to Secured Party security interests in all collateral therein described, and further agreed to execute and deliver to Secured Party this Agreement for filing with the United States Patent and Trademark Office ("USPTO");

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, Debtor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Debtor hereby grants to Secured Party a continuing first priority security interest in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired or arising in favor of Debtor (collectively, the "Trademark Collateral"):

(a) all of its Trademarks now or hereafter acquired or arising, and Trademarks licensed under any licenses, to the extent permitted by such licenses, to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under any license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any license.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created pursuant to the Security Agreement and this Agreement shall secure the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Debtor to Secured Party, whether or not they are enforceable or not allowable due to the existence of an insolvency proceeding involving Debtor.

4. SECURITY AGREEMENT. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

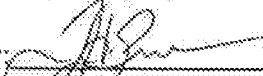
5. AUTHORIZATION TO SUPPLEMENT. If Debtor obtains rights to any new trademarks or service marks, the provisions of this Agreement shall automatically apply to them. Debtor shall give notice in writing to Secured Party promptly with respect to any such new trademarks for which Debtor files an application for registration with the USPTO. Without limiting Debtor's obligations under this Section 5, Debtor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the Security Agreement constitute the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

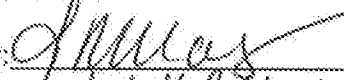
7. TERMINATION. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Note has repaid in full and terminated pursuant to its terms or by agreement of the Secured Party and Debtor, and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full in cash.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed and delivered by its duly authorized officer or manager as of the date first set forth above.

Debtor: ROBB REPORT MEDIA, LLC, a Delaware limited liability company

By: 
Name: Todd Greene
Title: V.P. Business Affairs

Acknowledged and Agreed: PENSKE MEDIA CORPORATION, a Delaware corporation

By: 
Name: Judith K. Margolin
Title: V.P., Deputy General Counsel

Schedule I

Trademarks:

MARK	COUNTRY	SERIAL NO.	REG. DATE	REG. NO.	STATUS
CULINARY MASTERS	United States	87/688,818	24-Apr-18	5,453,667	registered
LUXURY WITHOUT COMPROMISE	United States	87601365	13-Nov-18	5608257	registered
ROBB REPORT	United States	74/200,605	2-Feb-93	1,750,085	registered
ROBB REPORT	United States	86/925,119	16-May-17	5,202,819	registered
ROBB REPORT COLLECTION	United States	86/430,475	24-Nov-15	4,857,848	registered
ROBB REPORT HEALTH & WELLNESS	United States	86/234,414	18-Nov-14	4,640,371	registered
ROBB REPORT HOME & STYLE	United States	86/234,342	18-Nov-14	4,640,370	registered
ROBB REPORT MUSE	United States	87/436,492	20-Nov-18	5612782	registered
RRI	United States	86/460,741	21-Aug-18	5,543,688	registered
WATCH COLLECTOR	United States	77/130,861	18-Mar-08	3,400,285	registered
WATCH COLLECTOR	United States	86/395,399	19-May-15	4,738,458	registered
MUSE	United States	87830187			pending