

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Voice Media Group, LLC		08/30/2019	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Lake Country Capital SBIC, LP		
Street Address:	7701 France Avenue		
Internal Address:	Suite 240		
City:	Edina		
State/Country:	MINNESOTA		
Postal Code:	55435		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	1484231	NEW TIMES	
Registration Number:	2094511	BEST OF MIAMI	
Registration Number:	2098988	BEST OF DALLAS	
Registration Number:	2098909	BEST OF DENVER	
Registration Number:	2098989	BEST OF PHOENIX	
Registration Number:	2102832	BEST OF HOUSTON	
Registration Number:	2113496	NEWTIMES.COM	
Registration Number:	2142870	EDGE	
Registration Number:	2188169	WESTWORD	
Registration Number:	2248645	THE EDGE	
Registration Number:	2263300	DALLAS OBSERVER	
Registration Number:	2263279	DALLAS OBSERVER	
Registration Number:	2299837	HOUSTON PRESS	
Registration Number:	2325991	RUXTON	
Registration Number:	2549872	WESTWORD	
Registration Number:	2604312	MENU OF MENUS	
Registration Number:	2843226	NIGHT & DAY	
Registration Number:	2866808	HOUSTONPRESS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3063457	MASTERMIND
Registration Number:	3156284	BEST OF BROWARD /PALM BEACH
Registration Number:	3293467	ARTOPIA
Registration Number:	3849743	ARTOPIA
Registration Number:	3863880	VOICE MEDIA
Registration Number:	4175661	BEST OF DALLAS
Registration Number:	4175657	BEST OF DENVER
Registration Number:	4175664	BEST OF HOUSTON
Registration Number:	4175658	BEST OF MIAMI
Registration Number:	4175364	BEST OF PHOENIX
Registration Number:	4183174	BEST OF BROWARD/PALM BEACH
Registration Number:	4203425	MY VOICE NATION
Registration Number:	4244870	MENU OF MENUS
Registration Number:	4279889	VOICE PLACES
Registration Number:	4388122	DISH
Registration Number:	4391695	WESTWORD MUSIC SHOWCASE
Registration Number:	4397511	VOICE MEDIA GROUP
Registration Number:	4397512	VOICE MEDIA GROUP
Registration Number:	4547750	WHITEOUT
Registration Number:	5058758	TACOLANDIA

CORRESPONDENCE DATA

Fax Number: 6129778650

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: 6129778400

Email: ljoyce@briggs.com

Correspondent Name: Briggs and Morgan, P.A.

Address Line 1: 80 South 8th Street

Address Line 2: 2200 IDS Center

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	46839.1
NAME OF SUBMITTER:	Audrey J. Babcock
SIGNATURE:	/Audrey J. Babcock/
DATE SIGNED:	09/05/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of August, 2019, by VOICE MEDIA GROUP, LLC, a Colorado limited liability company ("Grantor"), in favor of LAKE COUNTRY CAPITAL SBIC, LP, a Delaware limited partnership ("Grantee"):

WITNESSETH

WHEREAS, pursuant to the terms of a certain Pledge and Security Agreement dated of even date herewith among Grantor, certain Affiliates of Grantor, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), including the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Voice Medial Group, LLC, a Colorado limited liability ("Issuer") under that certain Note Purchase Agreement among Issuer, the Guarantors signatory thereto and Grantee, of even date herewith (the "Note Purchase Agreement");

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of the Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Without limiting any terms or conditions set forth in this Agreement, Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) granted hereby are more fully set forth in the Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark set forth on Schedule 1 annexed hereto, together with any reissues, continuations, extensions or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future

(a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademark Collateral" shall not include any "intent to use" trademark application until such time as a statement of use or an amendment to allege use has been filed with the U.S. Patent and Trademark Office.

3. Miscellaneous. **THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MINNESOTA (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS).** Whenever in this Agreement reference is made to Grantee or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and its respective successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

VOICE MEDIA GROUP, LLC

By: VMG Holdings, Inc., its Manager

By: 

Name: Scott Tobias

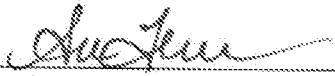
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Agreed and accepted as of the
date first written above:

LAKE COUNTRY CAPITAL SBIC, LP

By: LC2 General Partners I, LLC
Its: General Partner

By: 
Name: Ann Ferreira
Title: Partner

[Signature Page to Trademark Security Agreement]

Schedule 1

U.S. TRADEMARK REGISTRATIONS

[See attached¹]

¹ TM Schedule from Diligence Request to be attached to execution copy
Schedule 1

VMG TRADEMARKS
Schedule 6.B.3.

VMG Trademark Listing: Schedule 6.B.3.						
Trademark	Class(es)	Serial Number	Registration Number	Registration Date	Application for Renewal 1st Date	Application for Renewal DropDead Date
NEW TIMES	16	73-650,782	1,484,231	4/12/1988	4/12/2017	4/11/2018
VOICE	1 & 2	706662	TMA417138	9/17/1993		
BEST OF MIAMI	35	75-093,429	2,094,511	9/9/1997	9/9/2016	9/8/2017
BEST OF DALLAS	35	75-108,831	2,098,988	9/23/1997	9/23/2016	9/22/2017
BEST OF DENVER	35	75-093,029	2,098,909	9/23/1997	9/23/2016	9/22/2017
BEST OF PHOENIX	35	75-108,832	2,098,989	9/23/1997	9/23/2016	9/22/2017
BEST OF HOUSTON	35	75-091,868	2,102,832	10/7/1997	10/7/2016	10/6/2017
NEWTIMES.COM	35 & 42	75-086,844	2,113,496	11/18/1997	11/18/2016	11/17/2017
EDGE	16	75-292,345	2,142,870	3/10/1998	5/1/2017	3/10/2018
WESTWORD	35 & 42	75-089,470	2,188,169	9/8/1998	9/8/2017	9/7/2018
THE EDGE	41	75-295,101	2,248,645	6/1/1999	6/1/2018	5/31/2019
DALLAS OBSERVER	16	75-561,627	2,263,300	7/20/1999	7/20/2018	7/19/2019
DALLAS OBSERVER	35 & 42	75-551,080	2,263,279	7/20/1999	7/20/2018	7/19/2019
HOUSTON PRESS	16	75-561,628	2,299,837	12/14/1999	12/14/2018	12/13/2019
RUXTON	35	75-620,593	2,325,991	3/7/2000	3/7/2019	3/6/2020
WESTWORD	16	76-241,988	2,549,872	3/19/2002	3/19/2021	3/18/2022
MENU OF MENUS	16	76-254,843	2,604,312	8/6/2002	8/6/2021	8/4/2022
NIGHT & DAY	16	78-263,082	2,843,226	5/18/2004	5/18/2023	5/17/2024
HOUSTONPRESS	41	78-274,096	2,866,808	7/27/2004	9/1/2023	7/27/2024
MASTERMIND	41	78-584,006	3,063,457	2/28/2006	3/1/2025	2/27/2026
BEST OF BROWARD / PALM BEACH	35	78-509,682	3,156,284	10/17/2006	10/17/2025	10/16/2026
ARTOPIA	41	77-107,823	3,293,467	9/18/2007	9/18/2016	9/17/2017
ARTOPIA (Multimedia)	41	77-910,360	3,849,743	9/21/2010	9/20/2019	9/20/2020
VOICE MEDIA	35	77-957,576	3,863,880	10/19/2010	10/19/2019	10/18/2020
BEST OF DALLAS	16 & 41	85-491,316	4,175,661	7/17/2012	7/17/2021	7/16/2022
BEST OF DENVER	16 & 41	85-490,251	4,175,657	7/17/2012	7/17/2021	7/16/2022
BEST OF HOUSTON	16 & 41	85-491,418	4,175,664	7/17/2012	7/17/2021	7/16/2022
BEST OF MIAMI	16 & 41	85-490,340	4,175,658	7/17/2012	7/17/2021	7/16/2022
BEST OF PHOENIX	16 & 41	85-478,231	4,175,364	7/17/2012	7/17/2021	7/16/2022
BEST OF BROWARD/PALM BEACH	16 & 41	85-491,930	4,183,174	7/31/2012	7/31/2021	7/30/2022
MY VOICE NATION	42	85-360,879	4,203,425	9/4/2012	9/4/2021	9/3/2022
MENU OF MENUS	35	85-542,432	4,244,870	11/20/2012	11/20/2021	11/19/2022
VOICE PLACES	35	85-659,073	4,279,889	1/22/2013	1/22/2022	1/21/2023
DISH	16	85-827,390	4,388,122	8/20/2013	8/20/2022	8/19/2023
WESTWORD MUSIC SHOWCARE	41	85-820,509	4,391,695	8/27/2013	8/27/2022	8/26/2023

VMG TRADEMARKS
Schedule 6.B.3.

Trademark	Class(es)	Serial Number	Registration Number	Registration Date	Application for Renewal 1st Date	Application for Renewal DropDead Date
VOICE MEDIA GROUP	16	85-673,791	4,397,511	9/3/2013	9/3/2022	9/2/2023
VOICE MEDIA GROUP	9 & 41	85-673,800	4,397,512	9/3/2013	9/3/2022	9/2/2023
WHITEOUT	41	86-162,677	4,547,750	6/10/2014	8/10/2023	6/10/2024
TACOLANDIA			5,058,758			