

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE GREAT AMERICAN PHOTO CONTEST, LLC		10/02/2019	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC, as administrative agent		
Street Address:	1450 Brickell Avenue, 31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3930245	AMERICAN PHOTOGRAPHIC COLLECTIONS	
Registration Number:	3441469	GREAT AMERICAN PHOTO CONTEST	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-701-8637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	19629888		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	10/02/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of this 2nd day of October, 2019, between THE GREAT AMERICAN PHOTO CONTEST, LLC (“Grantor”), and WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as administrative agent pursuant to the Credit Agreement referred to below (together with its successors and assigns, “the Administrative Agent”).

W I T N E S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among What If Media Group, LLC, a Delaware limited liability company, as Parent, WHAT IF HOLDINGS, LLC, a New Jersey limited liability company (in its individual capacity, “WIH”), as a Borrower, The Great American Photo Contest, LLC, a New Jersey limited liability company (“TGAPC”), as a Borrower, All Inbox, LLC, a New York limited liability company (in its individual capacity, “Inbox”), as a Borrower (together with each of TGAPC and WIH, a “Borrower” and, collectively, the “Borrowers”), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Lenders and Whitehorse Capital Management, LLC, as the Administrative Agent, the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, Grantor is required to execute and deliver to the Administrative Agent that certain Security Agreement, dated as of October 2, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Administrative Agent this Trademark 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, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired and wherever located (collectively, the “Trademark Collateral”):

(i) any and all of Grantor’s Trademarks, trade names, registered Trademarks, Trademark applications, service marks, registered service marks and service mark applications, including

those registered Trademarks, Trademark applications, registered service marks and service mark applications listed or required to be listed on Schedule I hereto; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilutions or other violations thereof (v) the goodwill of Grantor's business symbolized by the foregoing and connected therewith and (vi) all of Grantor's rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest will not cover any intent-to-use United States Trademark application for which an amendment to allege use or statement of use has not been filed and accepted by the United States Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any of them, to the Administrative Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Security Interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest 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. [RESERVED].

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement

unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms in the Loan Documents) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

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

GRANTOR:

**THE GREAT AMERICAN PHOTO
CONTEST, LLC**

By: 

Name: Josh Gillon

Title: Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 006761 FRAME: 0218**

ACCEPTED AND ACKNOWLEDGED **WHITEHORSE CAPITAL MANAGEMENT,**
BY: **LLC, as the Administrative Agent**

By: 

Name: Richard Siegel

Title: Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006761 FRAME: 0219

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial/Registration No.	App/Reg Date
The Great American Photo Contest, LLC	U.S.	American Photographic Collections	77957665/3930245	App. Date Mar. 12, 2010 Reg. Date Mar. 08, 2011
The Great American Photo Contest, LLC	U.S.	GREAT AMERICAN PHOTO CONTEST, LLC	77061019/3441469	App. Date Dec. 11, 2006 Reg. Date Jun. 03, 2008