

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDG Media, Inc.		10/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5140829	ARTS.MIC	
Registration Number:	5231038	CONNECTIONS.MIC	
Registration Number:	5198502	CONNECTIONS.MIC	
Registration Number:	5254201	FOOD.MIC	
Registration Number:	5140898	IDENTITIES.MIC	
Registration Number:	5165228	INVERSE	
Registration Number:	5420022	IT'S NOT FOR EVERYONE. IT'S FOR YOU.	
Registration Number:	5140824	MIC	
Registration Number:	5133517	MIC CHECK	
Registration Number:	5140826	MUSIC.MIC	
Registration Number:	5140827	NEWS.MIC	
Registration Number:	3601225	NYLON	
Registration Number:	5664370	NYLON BEAUTY HIT LIST	
Registration Number:	5664371	NYLON BEAUTY HIT LIST 2---	
Registration Number:	5133519	POLICY.MIC	
Registration Number:	5140825	POLICY.MIC	
Registration Number:	5779454	RULE BREAKERS	
Registration Number:	5231035	SCIENCE.MIC	
Registration Number:	5140894	STYLE.MIC	

OP \$690.00 5140829

Property Type	Number	Word Mark
Registration Number:	5133629	STYLE.MIC
Registration Number:	5254200	TECH.MIC
Registration Number:	5536503	THE OUTLINE
Registration Number:	5420023	THE OUTLINE
Registration Number:	4128065	THE ZOE REPORT
Registration Number:	5231040	TRAVEL.MIC
Registration Number:	5231039	TRAVEL.MIC
Registration Number:	5140828	WORLD.MIC

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	054809-0027
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	10/29/2019

Total Attachments: 10

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SECOND INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of October 28, 2019, is made by BDG MEDIA, INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of HERCULES CAPITAL, INC., in its capacity as administrative agent and collateral agent for itself and the Lenders (as defined below) (in such capacity, the “Agent”).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under intellectual property owned by Grantor (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, all of Grantor’s right, title and interest in, to and under the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, all to the extent owned by Grantor, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those copyright registrations set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held, all to the extent owned by Grantor;

(c) Any and all design rights that may be owned by and available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, all to the extent owned by

Grantor, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, all to the extent owned by Grantor, and the entire goodwill of the business of Grantor connected with and symbolized by such trademark applications and registrations, including without limitation those applications and registrations set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, all to the extent owned by Grantor, including, without limitation those mask work registrations set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights by Grantor to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce or the recording of a statement of use with the United States Patent and Trademark Office.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual

Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

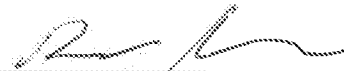
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties have caused this Second Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

BDG MEDIA, INC., a Delaware corporation

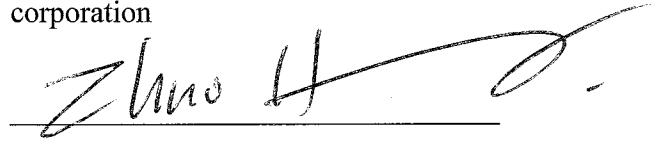

By: DIBRA SCHWARTZ
Title: CHIEF FINANCIAL OFFICER

BDG GMGI ACQUISITION, INC., a
Delaware corporation


By: DIBRA SCHWARTZ
Title: CHIEF FINANCIAL OFFICER

AGENT:

HERCULES CAPITAL, INC., a Maryland
corporation

A handwritten signature in black ink, appearing to read "Zhuo H.", is written over a horizontal line.

By: Zhuo Huang

Title: Associate General Counsel

[Signature Page to Second Intellectual Property Security Agreement (Hercules/Bustle)]

TRADEMARK
REEL: 006782 FRAME: 0538

EXHIBIT A

Copyrights

Title	Registration No. Registration Date	Grantor
The Gawker Guide to Conquering All Media.	TX0006831598 2007-10-17	BDG GMGI Acquisition, Inc.


EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
ARTS.MIC	41	87085526 27-JUN-2016	5140829 14-FEB-2017	BDG Media, Inc.
CONNECTIONS.MIC	41	87086932 28-JUN-2016	5231038 27-JUN-2017	BDG Media, Inc.
CONNECTIONS.MIC	45	87086941 28-JUN-2016	5198502 09-MAY-2017	BDG Media, Inc.
FOOD.MIC	35, 41	87085548 27-JUN-2016	5254201 01-AUG-2017	BDG Media, Inc.
IDENTITIES.MIC	41, 45	87086997 28-JUN-2016	5140898 14-FEB-2017	BDG Media, Inc.
INVERSE	41	87122492 01-AUG-2016	5165228 21-MAR-2017	BDG Media, Inc.
IT'S NOT FOR EVERYONE. IT'S FOR YOU.	41	87976584 02-DEC-2016	5420022 06-MAR-2018	BDG Media, Inc.
MIC	41	87085484 27-JUN-2016	5140824 14-FEB-2017	BDG Media, Inc.
MIC CHECK	41	87085498 27-JUN-2016	5133517 31-JAN-2017	BDG Media, Inc.
MUSIC.MIC	41	87085512 27-JUN-2016	5140826 14-FEB-2017	BDG Media, Inc.
NEWS.MIC	41	87085517 27-JUN-2016	5140827 14-FEB-2017	BDG Media, Inc.
NYLON	16	77405209 25-FEB-2008	3601225 07-APR-2009	BDG Media, Inc.
NYLON BEAUTY HIT LIST	41	87675264 07-NOV-2017	5664370 29-JAN-2019	BDG Media, Inc.
NYLON BEAUTY HIT LIST 2--- 	41	87675277 07-NOV-2017	5664371 29-JAN-2019	BDG Media, Inc.
POLICY.MIC	35	87085504 27-JUN-2016	5133519 31-JAN-2017	BDG Media, Inc.
POLICY.MIC	41	87085506 27-JUN-2016	5140825 14-FEB-2017	BDG Media, Inc.
RULE BREAKERS	41	88137270 29-SEP-2018	5779454 18-JUN-2019	BDG Media, Inc.
SCIENCE.MIC	41, 42	87085541 27-JUN-2016	5231035 27-JUN-2017	BDG Media, Inc.
STYLE.MIC	41	87086946 28-JUN-2016	5140894 14-FEB-2017	BDG Media, Inc.

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
STYLE.MIC	45	87086951 28-JUN-2016	5133629 31-JAN-2017	BDG Media, Inc.
TECH.MIC	41	87085534 27-JUN-2016	5254200 01-AUG-2017	BDG Media, Inc.
THE OUTLINE	35	87255541 02-DEC-2016	5536503 07-AUG-2018	BDG Media, Inc.
THE OUTLINE	41	87976585 02-DEC-2016	5420023 06-MAR-2018	BDG Media, Inc.
THE ZOE REPORT	41, 44, 45	85313886 05-MAY-2011	4128065 17-APR-2012	BDG Media, Inc.
TRAVEL.MIC	41	87086963 28-JUN-2016	5231040 27-JUN-2017	BDG Media, Inc.
TRAVEL.MIC	39	87086957 28-JUN-2016	5231039 27-JUN-2017	BDG Media, Inc.
WORLD.MIC	41	87085522 27-JUN-2016	5140828 14-FEB-2017	BDG Media, Inc.
GAWKER	41	78292277 26-AUG-2003	2901710 09-NOV-2004	BDG GMGI Acquisition, Inc.

EXHIBIT D

Mask Works

None.