

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consumer Brands InMyArea, LLC		12/04/2019	Limited Liability Company: DELAWARE
Qology Direct Holdings, Inc.		12/04/2019	Corporation: DELAWARE
Centerfield Media Holdings, LLC		12/04/2019	Limited Liability Company: DELAWARE
Centerfield BBN, LLC		12/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MGG California LLC, as collateral agent		
Street Address:	One Penn Plaza		
Internal Address:	53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10119		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4595238	QOLOGY DIRECT, LLC	
Registration Number:	5026068	INMYAREA.COM	
Registration Number:	5431191	BROADBAND CONCIERGE	
Registration Number:	4675136	BROADBANDNOW	
Registration Number:	4323809	CENTERFIELD	
Registration Number:	4382700	CLICKS.NET	
Registration Number:	4323788	DEMAND EFFICIENCY FROM EVERY CLICK	
Registration Number:	5885366	CENTERFIELD	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		

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Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 25th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 050319-0101

NAME OF SUBMITTER: Scott Kareff (050319-0101)

SIGNATURE: /kc for sk/

DATE SIGNED: 12/04/2019

Total Attachments: 3

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ASSIGNMENT FOR SECURITY - - TRADEMARKS

December 4, 2019

WHEREAS, Consumer Brands InMyArea, LLC, a Delaware limited liability company, Qology Direct Holdings, Inc., a Delaware corporation, Centerfield Media Holdings, LLC, a Delaware limited liability company, and Centerfield BBN, LLC, a Delaware limited liability company (each an "Assignor" and collectively, the "Assignors"), have adopted, used and are using, and hold all rights, titles and interests in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors have entered into a Pledge and Security Agreement, dated December 4, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of MGG California LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

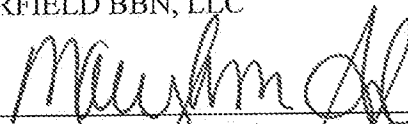
WHEREAS, pursuant to the Security Agreement, the Assignors have granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all rights, titles and interests of the Assignors in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks (but excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office) and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby grant to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignors does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

CONSUMER BRANDS INMYAREA, LLC
QOLOGY DIRECT HOLDINGS, INC.
CENTERFIELD MEDIA HOLDINGS, LLC
CENTERFIELD BBN, LLC

By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer

LS

As Vice President and Treasurer of each of the above entities and, in such capacity, intending by this signature to legally bind each of the above entities

SCHEDULE A TO ASSIGNMENT FOR SECURITY

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Qology Direct Holdings, Inc.	U.S.	Qology Direct, LLC	4,595,238	12/13/2012	02/09/2014
Consumer Brands InMyArea, LLC	U.S.	INMYAREA.COM	5,026,068	01/05/2016	08/23/2016
Centerfield BBN, LLC	U.S.	Broadband Concierge	5,431,191	02/27/2017	03/27/2018
Centerfield BBN, LLC	U.S.	BroadbandNow	4,675,136	06/11/2014	01/20/2015
Centerfield Media Holdings, LLC	U.S.	Centerfield	4,323,809	08/27/2012	04/23/2013
Centerfield Media Holdings, LLC	U.S.		4,382,700	08/28/2012	08/13/2013
Centerfield Media Holdings, LLC	U.S.	Demand Efficiency From Every Click	4,323,788	08/27/2012	04/23/2013
Centerfield Media Holdings, LLC	U.S.		5,885,366	04/17/2019	10/15/2019