## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM565215

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THESTREET, INC.		02/26/2020	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	BRF Finance Co., LLC		
Street Address:	299 Park Avenue		
Internal Address:	21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	4889282	ACTION ALERTS PLUS
Registration Number:	2579640	REALMONEY
Registration Number:	4159946	THE STREET
Registration Number:	5532735	THESTREET
Registration Number:	2414904	THESTREET
Registration Number:	2289745	THESTREET
Registration Number:	2289747	THESTREET.COM
Registration Number:	2463072	THESTREET.COM
Registration Number:	2367794	TSC
Registration Number:	5104141	BANKING MY WAY
Registration Number:	5618206	INCOME SEEKER
Registration Number:	5112024	MAINST
Registration Number:	4917089	REAL MONEY

### **CORRESPONDENCE DATA**

Fax Number:

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: 617-248-5000

REEL: 006882 FRAME: 0025

TRADEMARK

900538509

Email: tmadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2013401-0001
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel I. scales/
DATE SIGNED:	03/04/2020

### **Total Attachments: 5**

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#### GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "<u>Trademark Security Agreement</u>"), dated as of February 26, 2020, by the undersigned ("<u>Grantor</u>"), in favor of BRF FINANCE CO., LLC, as Agent.

## $\underline{\mathbf{W}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{N}} \underline{\mathbf{E}} \underline{\mathbf{S}} \underline{\mathbf{E}} \underline{\mathbf{T}} \underline{\mathbf{H}} :$

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 10, 2019 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among THEMAVEN, INC., a Delaware corporation (the "Borrower"), CERTAIN DIRECT AND INDIRECT SUBSIDIARIES OF THE BORROWER FROM TIME TO TIME PARTY THERETO (the "Subsidiary Grantors" and, collectively with the Borrower, the "Grantors") and BRF FINANCE CO., LLC, as agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Agent").

WHEREAS, Grantor is required to execute and deliver to the Agent this Trademark Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. As security for the payment and performance in full of the Secured Obligations, Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of Grantor's right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by Grantor (collectively, the "<u>Trademark Collateral</u>"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks and Trademark Licenses set forth on Schedule I hereto.
- 3. <u>SECURITY AGREEMENT</u>. The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Trademark Collateral 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. In the event that any provision of this Trademark Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

- 4. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.
- 5. <u>TERMINATION OR RELEASE</u>. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 9 of the Security Agreement.
- 6. <u>GOVERNING LAW</u>. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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.

THESTREET, INC./

By:

Name: Douglas B. Smith

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006882 FRAME: 0029

## ACCEPTED AND ACKNOWLEDGED BY:

**BRF FINANCE CO., LLC**,

as Agent

Name:

Phillip Ahn, CFO

Title:

[Signature Page to Trademark Security Agreement]

# Schedule I

# Trademarks

Title of Mark	Application Date	Registration Date	Trademark Number / Application Number	Status
ACTION ALERTS PLUS (word)	6/16/2015	1/19/2016	4889282	Issued
REALMONEY (word)	1/7/2000	6/11/2002	2579640	Issued
THE STREET (stylized with design - no color claim)	2/25/2011	6/19/2012	4159946	Issued
THESTREET (word)	11/28/2016	8/7/2018	5532735	Issued
THESTREET (word)	6/30/1997	12/26/2000	2414904	Issued
THESTREET (word)	7/23/1996	11/2/1999	2289745	Issued
THESTREET.COM (word)	7/23/1996	11/2/1999	2289747	Issued
THESTREET.COM (word)	6/30/1997	6/26/2001	2463072	Issued
TSC (stylized with design - no color claim)	11/20/1998	7/18/2000	2367794	Issued
TST THE STREET INC (stylized with design - no color claim	9/11/2017		87602825	Allowed
BANKING MY WAY (word)	4/22/2016	12/20/2016	5104141	Issued
INCOME SEEKER (word)	3/16/2017	11/27/2018	5618206	Issued
MAINST (stylized with design - no color claim)	7/31/2015	1/3/2017	5112024	Issued
REAL MONEY (word)	12/22/2014	3/15/2016	4917089	Issued

## **Trademark Licenses**

None.

**RECORDED: 03/04/2020**