

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Third Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDG Media, Inc.		03/10/2020	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: 6			
Property Type	Number	Word Mark	
Registration Number:	5075275	NYLONSHOP	
Registration Number:	4668158	NYLON GUYS	
Registration Number:	4672359	NYLON GUYS	
Registration Number:	4668157	NYLON	
Registration Number:	4672358	NYLON	
Registration Number:	3238939	NYLON GUYS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
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:	03/10/2020		
Total Attachments: 9			

OP \$165.00 5075275

source=Bustle - Third Intellectual Property Security Agreement Executed#page1.tif
source=Bustle - Third Intellectual Property Security Agreement Executed#page2.tif
source=Bustle - Third Intellectual Property Security Agreement Executed#page3.tif
source=Bustle - Third Intellectual Property Security Agreement Executed#page4.tif
source=Bustle - Third Intellectual Property Security Agreement Executed#page5.tif
source=Bustle - Third Intellectual Property Security Agreement Executed#page6.tif
source=Bustle - Third Intellectual Property Security Agreement Executed#page7.tif
source=Bustle - Third Intellectual Property Security Agreement Executed#page8.tif
source=Bustle - Third Intellectual Property Security Agreement Executed#page9.tif

THIRD INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS THIRD INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of March 10, 2020, 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 November 10, 2017 (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.

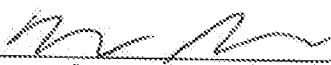
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding 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 Third Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

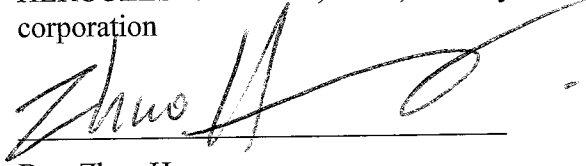
GRANTOR:

BDG MEDIA, INC., a Delaware corporation


By: Dibra Schwartz
Title: CFO

AGENT:

HERCULES CAPITAL, INC., a Maryland
corporation

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

By: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
NYLONSHOP	35	86608617 4/24/2015	5075275 11/1/2016	BDG Media, Inc.
NYLON GUYS	41	85885540 3/25/2013	4668158 1/6/2015	BDG Media, Inc.
NYLON GUYS	9	85885501 3/25/2013	4672359 1/13/2015	BDG Media, Inc.
NYLON	41	85885426 3/25/2013	4668157 1/6/2015	BDG Media, Inc.
NYLON	9	85885403 3/25/2013	4672358 1/13/2015	BDG Media, Inc.
NYLON GUYS	16	78632447 5/18/2005	3238939 5/8/2007	BDG Media, Inc.

EXHIBIT D

Mask Works

None.