

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM597360

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Recognition Media L.L.C.		09/11/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Live Oak Banking Company		
<b>Street Address:</b>	1741 Tiburon Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28403		
<b>Entity Type:</b>	Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77536811	DAVEY AWARDS	
<b>Serial Number:</b>	86063317	NETTED	
<b>Serial Number:</b>	74377519	TELLY	
<b>Serial Number:</b>	77567139	TELLY AWARDS	
<b>Serial Number:</b>	77026526	THE COMMUNICATOR AWARDS	
<b>Serial Number:</b>	75474064	THE INTERNATIONAL ACADEMY OF DIGITAL ART	
<b>Serial Number:</b>	88610735	THE TELLY AWARDS	
<b>Serial Number:</b>	75154771	THE WEBBY AWARDS	
<b>Serial Number:</b>	87756830	THE WEBBY AWARDS	
<b>Serial Number:</b>	88610769	W3	
<b>Serial Number:</b>	77536782	W3 AWARDS	
<b>Serial Number:</b>	75547593	WEBBY	
<b>Serial Number:</b>	75778190	WEBBY AWARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198216800		
<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>			
<b>Phone:</b>	9198382034		
<b>Email:</b>	pkarmire@smithlaw.com		
<b>TRADEMARK</b>			

CH \$340.00 77536811

**Correspondent Name:** Perky L. Karmire / Smith Anderson Law  
**Address Line 1:** 150 Fayetteville Street  
**Address Line 2:** Suite 2300  
**Address Line 4:** Raleigh, NORTH CAROLINA 27601

**NAME OF SUBMITTER:** Perky L. Karmire

**SIGNATURE:** /s/ Perky L. Karmire

**DATE SIGNED:** 09/14/2020

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of September 11, 2020 by and between LIVE OAK BANKING COMPANY, a North Carolina banking corporation (“**Bank**”) and AWARDS HOLDING LLC, a Delaware limited liability company (“**Holdings**”) and RECOGNITION MEDIA, L.L.C., a Delaware limited liability company (“**Recognition Media**”, and along with Holdings, individually and collectively, “**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, 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 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;

(c) Any and all design rights that may be 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 and continuations-in-part of the same, 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, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) 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;

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

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

(i) All domain names including without limitation those set forth on Exhibit D attached hereto; 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.

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 Bank.

Grantor hereby authorizes Bank 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 Bank 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 may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

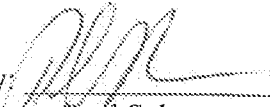
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). THE PROVISIONS OF THE LOAN AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, WAIVER OF JURY TRIAL, VENUE AND NOTICE ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

[Signature page follows.]

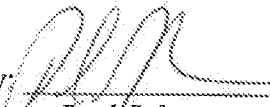
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**Awards Holding LLC**

By:   
Name: Paul Salem  
Title: Chairman

**Recognition Media, L.L.C.**

By:   
Name: Paul Salem  
Title: Chairman

**BANK:**

LIVE OAK BANKING COMPANY

By: Adrian Ingram  
Name: Adrian Ingram  
Title: VP – Closing

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Country	Trademark	Status	Application No.	Filing Date	Publication Date	Registration No.	Registration Date	Owner Name
United States of America	DAVEY AWARDS	Registered	77/536811	01-Aug-2008	30-Jun-2009	3682153	15-Sep-2009	Recognition Media, LLC
United States of America	NETTED	Registered	86/063317	12-Sep-2013	30-Sep-2014	4786446	04-Aug-2015	Recognition Media, LLC
United States of America	TELLY	Registered	74/377519	12-Apr-1993	07-Mar-1995	1896528	30-May-1995	Recognition Media, LLC
United States of America	TELLY AWARDS	Registered	77/567139	10-Sep-2008	30-Jun-2009	3682294	15-Sep-2009	Recognition Media, LLC
United States of America	THE COMMUNICATOR AWARDS	Registered	77/026526	21-Oct-2006	29-May-2007	3278858	14-Aug-2007	Recognition Media, LLC
United States of America	THE INTERNATIONAL ACADEMY OF DIGITAL ARTS AND SCIENCES	Registered	75/474064	24-Apr-1998	23-May-2000	2376524	15-Aug-2000	Recognition Media, LLC
United States of America	THE TELLY AWARDS	Registered	88/610735	10-Sep-2019	21-Jan-2020	6028263	07-Apr-2020	Recognition Media, LLC
United States of America	THE WEBBY AWARDS	Registered	75/154771	19-Aug-1996	21-Oct-1997	2128389	13-Jan-1998	Recognition Media, LLC
United States of America	THE WEBBY AWARDS	Registered	87/756830	16-Jan-2018	12-Jun-2018	5549924	28-Aug-2018	Recognition Media, LLC
United States of America	W3	Registered	88/610769	10-Sep-2019	21-Jan-2020	6028265	07-Apr-2020	Recognition Media, LLC
United States of America	W3 AWARDS	Registered	77/536782	01-Aug-2008	07-Jul-2009	3685102	22-Sep-2009	Recognition Media, LLC
United States of America	WEBBY	Registered	75/547593	03-Sep-1998	06-Jul-1999	2281608	28-Sep-1999	Recognition Media, LLC
United States of America	WEBBY AWARDS	Registered	75/778190	17-Aug-1999	25-Apr-2000	2368615	18-Jul-2000	Recognition Media, LLC

EXHIBIT D

Domain Names

ai13.org
aiva.org
communicator-awards.com
communicator-awards.online
communicatorawards.com
connector.co
daveyawards.com
daveyawards.net
daveyawards.org
errorfreshener.com
errorfresheners.com
iadas.com
iadas.net
iadas.org
iavisarts.com
iavisarts.org
lovieawards.com
lovieawards.eu
lovieletters.com
lovieletters.eu
lovies.eu
magellanawards.com
magellanawards.net
magellanawards.org
mydailystyle.co.uk
mydailystyle.com
mydailystyle.net
mytellyaward.com
netted.net

nettedby.com
nettedby.net
nettedby.org
nettedbythewebbys.com
nettedbythewebbys.net
nettedbythewebbys.org
nttd.co
pairedup.com
peopleslovie.com
recogmedia.net
recognitionmedia.net
styletreat.co.uk
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webbyfromhome.com
webbysfromhome.com
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