

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607631

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Interactive One, Inc.		11/09/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Notes Collateral Agent
Street Address:	166 Mercer Street
Internal Address:	Suite 2-R
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	75884943	B
Serial Number:	77114697	B
Serial Number:	77114677	BLACKPLANET.COM
Serial Number:	75884942	BLACKPLANET.COM
Serial Number:	78250618	MG
Serial Number:	78250764	MG MIGENTE.COM
Serial Number:	77114619	MG MIGENTE.COM
Serial Number:	77114482	MIGENTE.COM
Serial Number:	78250617	MIGENTE.COM
Serial Number:	75884945	THE WORLD IS YOURS

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 885 THIRD AVE

Address Line 4: NEW YORK, NEW YORK 10022

TRADEMARK

ATTORNEY DOCKET NUMBER:	038507-0947
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	11/09/2020

Total Attachments: 7

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

November 9, 2020

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Interactive One, Inc., a Delaware corporation with principal offices at 1010 Wayne Avenue, 14th Floor, Silver Spring, Maryland 20910 (the "Grantor"), hereby grants to WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent, with an office at Suite 2-R, 166 Mercer Street, New York, NY 10012 (the "Grantee"), a continuing security interest in all of the following that constitute Collateral (as such term is defined in the Security Agreement referred to below) (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, service marks, trade names, trade dress, logos, designs, fictitious business names and other business identifiers, and the registrations and applications for registrations thereof set forth on Schedule A attached hereto (the "Marks"), (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement or dilution of any of the Marks or unfair competition regarding the same ((i) through (iv), collectively, the "Trademark Collateral").

THIS GRANT is made to secure the payment of all the Obligations (as such term is defined in the Security Agreement referred to below) of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of November 9, 2020 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Trademark Collateral shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the

Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER NOTE DOCUMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE LOCATED WITHIN THE COUNTY OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER NOTE DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ANY SUCH PARTY AT ITS ADDRESS FOR NOTICES AS PROVIDED IN SECTION 10.1 OF THE SECURITY AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER

SUCH MAILING. EACH PARTY HEREBY IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER NOTE DOCUMENT THAT SUCH SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF (i) EACH PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR (ii) THE GRANTEE UNDER THIS AGREEMENT TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE GRANTOR IN ANY OTHER JURISDICTION.

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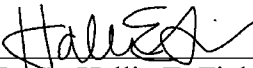
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first set forth above.

INTERACTIVE ONE, INC., Grantor

By 
Name: Peter D. Thompson
Title: Vice President

[Signature page to Trademark Security Agreement]

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent and
Grantee

By 
Name: Hallie E. Field
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007099 FRAME: 0093

<u>Mark</u>	<u>Jurisdiction</u>	<u>Filing Date/ Reg. Date</u>	<u>Appl. No./ Reg. No.</u>	<u>Current Owner of Record</u>
B (Stylized & Design)	United States of America	F: 30 Dec 1999 R: 29 Jan 2002	AN: 75/884943 RN: 2533436	Interactive One, Inc.
B (Stylized & Design)	United States of America	F: 23 Feb 2007 R: 09 Oct 2007	AN: 77/114697 RN: 3306363	Interactive One, Inc.
BLACKPLANET.COM	United States of America	F: 23 Feb 2007 R: 25 Sep 2007	AN: 77/114677 RN: 3297127	Interactive One, Inc.
BLACKPLANET.COM	United States of America	F: 30 Dec 1999 R: 19 Feb 2002	AN: 75/884942	Interactive One, Inc.
MG (Stylized & Design)	United States of America	F: 15 May 2003 R: 24 Jan 2006	AN: 78/250618 RN: 3048516	Interactive One, Inc.
MG MIGENTE.COM (Stylized & Design)	United States of America	F: 16 May, 2003 R: 19 October 2004	AN: 78/250764 RN: 2895458	Interactive One, Inc.
MG MIGENTE.COM (Stylized & Design)	United States of America	F: 16 May, 2003 R: 19 Oct, 2004	AN: 78250764 RN: 2895458	Interactive One, Inc.
MG MIGENTE.COM (Stylized & Design)	United States of America	F: 23 Feb 2007 R: 25 Sep 2007	AN: 77/114619 RN: 3297126	Interactive One, Inc.
MIGENTE.COM	United States of America	F: 23 Feb 2007 R: 25 Sep 2007	AN: 77/114482 RN: 3297125	Interactive One, Inc.

MIGENTE.COM	United States of America	F: 15 May 2003 R: 19 Oct 2004	AN: 78/250617 RN: 2895456	Interactive One, Inc.
THE WORLD IS YOURS	United States of America	F: 30 Dec, 1999 R 11 Dec, 2001	AN: 75884945 RN: 2516415	Interactive One, Inc.