

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engine Media, LLC		11/17/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP PARIBAS, as collateral agent for the Secured Parties		
Street Address:	787 Seventh Avenue		
Internal Address:	Attention: Merchant Banking Group - David Gilio/Peter Fritz		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY BANKING COMPANY: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5514469	EMX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	20649652		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	11/18/2020		
Total Attachments: 5			
source=Engine - Intellectual Property Security Agreement (Trademark)(Engine Media)#page1.tif			
source=Engine - Intellectual Property Security Agreement (Trademark)(Engine Media)#page2.tif			

CH \$40.00 5514469

source=Engine - Intellectual Property Security Agreement (Trademark)(Engine Media)#page3.tif

source=Engine - Intellectual Property Security Agreement (Trademark)(Engine Media)#page4.tif

source=Engine - Intellectual Property Security Agreement (Trademark)(Engine Media)#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 17, 2020 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Amended and Restated Pledge and Security Agreement, dated as of November 17, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing (but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto) including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. 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 of 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.

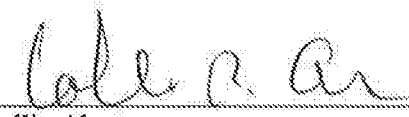
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


ENGINE MEDIA, LLC,
as a Grantor

By: 
Name: Collin Abert
Title: Vice President

[Signature Page to IP Security Agreement]

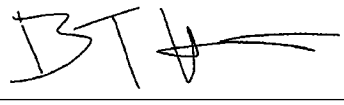
TRADEMARK
REEL: 007109 FRAME: 0976

BNP PARIBAS, as Collateral Agent

By:  _____

Name: Charles Romano

Title: Director

By:  _____

Name: Brock Harris

Title: Managing Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark	Owner/Country	Reg. No.	Reg. Date
EMX	Engine Media, LLC US	5514469	7/10/2018