

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hercules Capital, Inc.		04/27/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	BDG GMGI ACQUISITION, INC.		
Street Address:	315 Park Avenue S.		
Internal Address:	12th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2901710	GAWKER	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	Goodwin Procter LLC/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	05/04/2021		
Total Attachments: 9			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the “Release”) dated as of April 27, 2021 (the “Release Date”), is made by HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and the Lenders (as defined in the Loan Agreement) (the “Agent”) in favor of BDG MEDIA, INC., a Delaware corporation (“BDG”) and BDG GMCI ACQUISITION, INC., a Delaware corporation (collectively with BDG, the “Grantor”).

WHEREAS, the Grantor, the Agent and certain financial institutions parties thereto (the “Lenders”) are parties to that certain Loan and Security Agreement, dated as of November 10, 2017 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, including, without limitation, by that certain First Amendment to Loan and Security Agreement, dated as of April 18, 2018, that certain Second Amendment to Loan and Security Agreement, dated as of November 15, 2018, and that certain Third Amendment to Loan and Security Agreement, dated as of October 28, 2019, the “Loan Agreement”), by and between the Grantor, the Agent and the Lenders;

WHEREAS, in connection with the Loan Agreement, the Grantor entered into that certain Intellectual Property Security Agreement, dated as of November 10, 2017 with the Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “First IP Security Agreement”), that certain Second Intellectual Property Security Agreement, dated as of October 28, 2019 with the Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Second IP Security Agreement”), and that certain Third Intellectual Property Security Agreement, dated as of March 10, 2020 with the Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Third IP Security Agreement” and together the First IP Security Agreement and the Second IP Security Agreement, the “IP Security Agreements”), in each case, pursuant to which the Grantor granted to the Agent a security interest in and to Grantor’s entire right, title and interest in, to and under the following property (collectively, the “Intellectual Property Collateral”):

(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; and

WHEREAS, the IP Security Agreements were recorded with the United States Patent & Trademark Office (the “USPTO”) and the United States Copyright Office (the “USCO”).

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Agent hereby terminates the IP Security Agreements and terminates, cancels, releases and discharges the security interest in, and any and all right, title and interest of the Agent in and to, all Intellectual Property Collateral, including, without limitation, the copyrights, patents, trademarks and mask works set forth on Exhibits A, B, C and D hereto.

2. Recordation of Release. The gent understands and agrees that this Release may be recorded by or for the Grantor with the USPTO or USCO, as applicable.

3. Further Actions. At the Grantor’s sole cost and expense, the Agent agrees to execute any other documents and take any further action, in each case, reasonably necessary and which have been reasonably requested by the Grantor to more fully and effectively effectuate the purpose of this Release.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement and/or the IP Security Agreements, as applicable.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

HERCULES CAPITAL, INC.

DocuSigned by:
Zhuo Huang

By: 2613CB769AA04A1...

Name: Zhuo Huang

Title: Associate General Counsel

Address for Notices:

Hercules Capital, Inc.
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301

[Signature Page to Intellectual Property Security Agreement Termination]

EXHIBIT A
COPYRIGHTS

Copyrighted Work	Filing Date / Issued Date	Application / Registration Number	Grantor
The Gawker Guide to Conquering All Media	17-OCT-2007	TX0006831598	BDG GMGI Acquisition, Inc.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

Mark	Application No. Filing Date	Registration No. Registration Date	Grantor
ARTS.MIC	87085526 27-JUN-2016	5140829 14-FEB-2017	BDG Media, Inc.
	86533770 12-FEB-2015	4844491 03-NOV-2015	BDG Media, Inc.
	87266030 12-DEC-2016	5313527 17-OCT-2017	BDG Media, Inc.
BUSTLE	86533765 12-FEB-2015	4944112 26-APR-2016	BDG Media, Inc.
CONNECTIONS.MIC	87086932 28-JUN-2016	5231038 27-JUN-2017	BDG Media, Inc.
CONNECTIONS.MIC	87086941 28-JUN-2016	5198502 09-MAY-2017	BDG Media, Inc.
ELITE DAILY	85538781 09-FEB-2012	4647321 02-DEC-2014	BDG Media, Inc.
FOOD.MIC	87085548 27-JUN-2016	5254201 01-AUG-2017	BDG Media, Inc.
IDENTITIES.MIC	87086997 28-JUN-2016	5140898 14-FEB-2017	BDG Media, Inc.
IT'S NOT FOR EVERYONE, IT'S FOR YOU	87976584 02-DEC-2016	5420022 06-MAR-2018	BDG Media, Inc.
INVERSE	87122492 01-AUG-2016	5165228 21-MAR-2017	BDG Media, Inc.
MIC	87085484 27-JUN-2016	5140824 14-FEB-2017	BDG Media, Inc.
MIC CHECK	87085498 27-JUN-2016	5133517 31-JAN-2017	BDG Media, Inc.
MILLENNIALS OF NEW YORK	87249118 28-NOV-2016	5361635 19-DEC-2017	BDG Media, Inc.
MUSIC.MIC	87085512 27-JUN-2016	5140826 14-FEB-2017	BDG Media, Inc.

Mark	Application No. Filing Date	Registration No. Registration Date	Grantor
NEWS.MIC	87085517 27-JUN-2016	5140827 14-FEB-2017	BDG Media, Inc.
NYLON	85885403 25-MAR-2013	4672358 13-JAN-2015	BDG Media, Inc.
NYLON	85885426 25-MAR-2013	4668157 06-JAN-2015	BDG Media, Inc.
NYLON	77405209 25-FEB-2008	3601225 07-APR-2009	BDG Media, Inc.
NYLON BEAUTY HIT LIST	87675264 07-NOV-2017	5664370 29-JAN-2019	BDG Media, Inc.
 NYLON BEAUTY HIT LIST 2	87675277 07-NOV-2017	5664371 29-JAN-2019	BDG Media, Inc.
NYLON GUYS	85885501 25-MAR-2013	4672359 13-JAN-2015	BDG Media, Inc.
NYLON GUYS	85885540 25-MAR-2013	4668158 06-JAN-2015	BDG Media, Inc.
NYLON GUYS	78632447 18-MAY-2005	3238939 08-MAY-2007	BDG Media, Inc.
NYLONSHOP	86608617 24-APR-2015	5075275 01-NOV-2016	BDG Media, Inc.
POLICY.MIC	87085504 27-JUN-2016	5133519 31-JAN-2017	BDG Media, Inc.
POLICY.MIC	87085506 27-JUN-2016	5140825 14-FEB-2017	BDG Media, Inc.
ROMPER	86983095 16-AUG-2015	5324790 31-OCT-2017	BDG Media, Inc.
RULE BREAKERS	88137270 29-SEPT-2018	5779454 18-JUN-2019	BDG Media, Inc.

Mark	Application No. Filing Date	Registration No. Registration Date	Grantor
SCIENCE.MIC	87085541 27-JUN-2016	5231035 27-JUN-2017	BDG Media, Inc.
STYLE.MIC	87086946 28-JUN-2016	5140894 14-FEB-2017	BDG Media, Inc.
STYLE.MIC	87086951 28-JUN-2016	5133629 31-JAN-2017	BDG Media, Inc.
TECH.MIC	87085534 27-JUN-2016	5254200 01-AUG-2017	BDG Media, Inc.
TRAVEL.MIC	87086957 28-JUN-2016	5231039 27-JUN-2017	BDG Media, Inc.
TRAVEL.MIC	87086963 28-JUN-2016	5231040 27-JUN-2017	BDG Media, Inc.
THE OUTLINE	87255541 02-DEC-2016	5536503 07-AUG-2018	BDG Media, Inc.
THE OUTLINE	87976585 02-DEC-2016	5420023 06-MAR-2018	BDG Media, Inc.
THE VOICE OF GENERATION- Y	86667609 18-JUN-2015	4907954 01-MAR-2016	BDG Media, Inc.
THE ZOE REPORT	85313886 5-MAY-2011	4128065 17-APR-2012	BDG Media, Inc.
WORLD.MIC	87085522 27-JUN-2016	5140828 14-FEB-2017	BDG Media, Inc.
GAWKER	78292277 26-AUG-2003	2901710 09-NOV-2004	BDG GMGI Acquisition, Inc.

EXHIBIT D
MASKWORKS

None.

ACTIVE/108577445.2

RECORDED: 05/04/2021

**TRADEMARK
REEL: 007279 FRAME: 0135**