

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678811

<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>
Some Spider, Inc.		09/30/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORIX Growth Capital, LLC		
<b>Street Address:</b>	2001 Ross Avenue, Suite 1900		
<b>Internal Address:</b>	Attention: General Counsel		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3992268	SCARY MOMMY	
<b>Registration Number:</b>	6016194	SCARY MOMMY	
<b>Registration Number:</b>	4826932	THE MID	
<b>Registration Number:</b>	4592378	FATHERLY	
<b>Serial Number:</b>	87780829	APHUKENBRAKE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	shiers@mcguirewoods.com		
<b>Correspondent Name:</b>	Christel E. Harlacher		
<b>Address Line 1:</b>	800 E. Canal Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Christel E. Harlacher		
<b>SIGNATURE:</b>	/Christel E. Harlacher/		
<b>DATE SIGNED:</b>	10/04/2021		
<b>Total Attachments: 7</b>			
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OP \$140.00 3992268

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 30, 2021 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender") and Some Spider, Inc., a Delaware corporation ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and BDG Media, Inc., a Delaware corporation ("BDG"), BDG GMGI Acquisition, Inc., a Delaware corporation ("Acquisition") and Grantor (from and after the effectiveness of the Joinder Agreement, dated as of the date hereof, by and among Lender, Grantor, BDG and Acquisition) dated as of July 8, 2021 (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.
2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned by Grantor.
3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the mask works,

software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles (other than Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York), provided that the Lender shall retain all rights arising under Federal law.

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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.

Address:

315 Park Avenue South, 10th Floor  
New York, NY 10010

GRANTOR:

**Some Spider, Inc.**

By: 

Name: Bryan Goldberg

Title: President

LENDER:

Address of Lender:

2001 Ross Avenue, Suite 1900  
Dallas, TX 75201  
Attention: General Counsel  
Email: mark.campbell@orix.com

ORIX GROWTH CAPITAL, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
Selby Bode  
Head of OGC

INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(BDC)  
Signature Page

SCHEDULE A

Copyrights:

Country	Owner	Copyrighted Work	Filing Date / Issued Date	Application Registration Number	Status
United States	Some Spider, Inc.	Scary Mommy Blog Entries 2008, contains 126 entries	21-MAR-12	TXu001804849	Registered.
United States	Some Spider, Inc.	Scary Mommy Blog Entries 2009, contains 145 entries	21-MAR-12	TXu001804850	Registered.
United States	Some Spider, Inc.	Scary Mommy Blog Entries 2010, contains 143 entries	21-MAR-12	TXu001804852	Registered.
United States	Some Spider, Inc.	Scary Mommy Blog Entries 2011, contains 89 entries	21-MAR-12	TXu001804853	Registered.

SCHEDULE B

*U.S. Trademarks*

Owner	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
Some Spider, Inc.	Scary Mommy	41	85051499 01-JUN-2010	3992268 12-JUL-2011	Registered.
Some Spider, Inc.	Scary Mommy	41	88043304 18-JUL-2018	6016194 24-MAR-2020	Registered.
Some Spider, Inc.	The Mid	41	86546159 25-FEB-2015	4826932 06-OCT-2015	Registered.
Some Spider, Inc.	Fatherly	41	86162733 10-JAN-2014	4592378 26-AUG-2014	Registered.
Some Spider, Inc.	Aphukenbrake	9, 16, 21, 25, 28, 41	87780829 01-FEB-2018		Pending; Intent to Use.

*Foreign Trademarks*

None.



SCHEDULE C

Patents:

None.

Registered Patents:

None.

TRADEMARK

REEL: 007442 FRAME: 0209

RECORDED: 10/04/2021

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