

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746073

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Latido Networks, LLC		07/05/2022	Limited Liability Company:
Mitu NGL, LLC		07/05/2022	Limited Liability Company:
Latido Mitu Holdings, LLC		07/05/2022	Limited Liability Company:
NGL Holdings, LLC		07/05/2022	Limited Liability Company:
Urbano TV, Inc.		07/05/2022	Corporation:

RECEIVING PARTY DATA

Name:	MEP Capital Holdings III, L.P.
Street Address:	244 Madison Avenue, #1214
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	87883324	
Serial Number:	90479685	
Serial Number:	90801210	
Serial Number:	88376731	MITÚ
Serial Number:	88671596	SPILL THE CHISME
Serial Number:	97135129	LITO
Serial Number:	97230628	THIS PRODUCT WAS BLESSED BY A LATINA MOM
Registration Number:	6064319	
Registration Number:	5692047	CHOLOS TRY
Registration Number:	6203776	GUACARDO
Registration Number:	5490583	GUACARDO
Registration Number:	4291379	MITÚ
Registration Number:	4780175	HISPANIC KITCHEN
Registration Number:	6304202	HISPANICIZE
Registration Number:	6264310	LATINAMOMS

OP \$415.00 87883324

Property Type	Number	Word Mark
Registration Number:	6255003	NGL COLLECTIVE

CORRESPONDENCE DATA

Fax Number:

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: 212-209-3050
Email: jsilverblatt@reitlerlaw.com
Correspondent Name: Jonathan E. Silverblatt, Esq.
Address Line 1: 885 Third Avenue, 20th Floor
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Emily A. Santana
SIGNATURE:	/Emily A. Santana/
DATE SIGNED:	08/04/2022

Total Attachments: 7

source=05 - Trademark Security Agreement#page1.tif
source=05 - Trademark Security Agreement#page2.tif
source=05 - Trademark Security Agreement#page3.tif
source=05 - Trademark Security Agreement#page4.tif
source=05 - Trademark Security Agreement#page5.tif
source=05 - Trademark Security Agreement#page6.tif
source=05 - Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of July 5, 2022, by and among Latido Networks, LLC, a California limited liability company ("Latido"), Mitu NGL, LLC, a Delaware limited liability company ("Mitu"), Latido Mitu Holdings, LLC a California limited liability company ("LMH"), NGL Holdings, LLC, a Delaware limited liability company ("NewCo") and UrbanoTV, Inc., a Delaware corporation ("NGL" and, together with Latido, Mitu, LMH, NewCo, collectively, "Grantor") and MEP Capital Holdings III, L.P., a Delaware limited partnership ("Grantee") in accordance with that certain Loan and Security Agreement dated as of July 5, 2022 between the Grantor, Grantee and other parties thereto identified therein (the "Loan Agreement").

WITNESSETH:

WHEREAS, pursuant to the to the terms of the Loan Agreement, Grantor is required to execute and deliver this Agreement;

WHEREAS, in connection with the Loan Agreement, the Grantor will assign this Agreement and the benefits hereof to Grantee, as the secured lender; and

WHEREAS, Grantee, or any affiliates, successors, or assigns thereof, shall be referred to herein as the "Secured Party."

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to the Secured Party, to secure Grantor's obligations to the Secured Party under the Loan Agreement (the "Secured Obligations"), a continuing security interest (the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks and all trademark licenses to which it is a party including but not limited to those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license to which it is a party; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark (including but not limited to any trademarks licensed under any trademark license to which Grantor is a party), including but not limited to the right to receive any damages, (ii) injury to the goodwill

associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark license to which Grantor is a party.

3. SECURITY FOR SECURED OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, or rights under license with respect to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Secured Party with respect to any such new trademarks, trademark licenses, or renewals or extensions of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

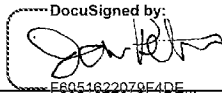
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

LATIDO NETWORKS, LLC, a California limited liability company

BY: GODIGITAL MEDIA GROUP, LLC, a Delaware limited liability company and Manager of LATIDO NETWORKS, LLC

By:  _____
F8954622079F4DE...

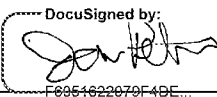
Name: Jason Peterson

Title: Manager

MITU NGL, LLC, a Delaware limited liability company

BY: LATIDO NETWORKS, LLC, a California limited liability company and Manager of MITU NGL, LLC

BY: GODIGITAL MEDIA GROUP, LLC, a Delaware limited liability company and Manager of LATIDO NETWORKS, LLC

By:  _____
F8954622079F4DE...

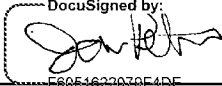
Name: Jason Peterson

Title: Manager

LATIDO MITU HOLDINGS, LLC, a California limited liability company

BY: LATIDO NETWORKS, LLC, a California limited liability company and Manager of LATIDO MITU HOLDINGS, LLC

BY: GODIGITAL MEDIA GROUP, LLC, a Delaware limited liability company and Manager of LATIDO NETWORKS, LLC

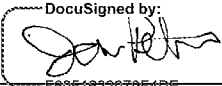
DocuSigned by:

By: _____
Name: Jason Peterson
Title: Manager

NGL HOLDINGS, LLC, a Delaware limited liability company

BY: MITU NGL, LLC, a Delaware limited liability company and Manager of NGL HOLDINGS, LLC

BY: LATIDO NETWORKS, LLC, a California limited liability company and Manager of MITU NGL, LLC

BY: GODIGITAL MEDIA GROUP, LLC, a Delaware limited liability company and Manager of LATIDO NETWORKS, LLC

DocuSigned by:

By: _____
Name: Jason Peterson
Title: Manager

URBANOTV, INC.

DocuSigned by:

David Chitel

By: _____

B341F5F048F54A9

Name: David Chitel

Title: Chief Executive Officer

Address for notices:

4712 Admiralty Way, #533

Marina Del Rey, CA 90202

Attn: Jason Peterson

With a copy (which shall not constitute notice) to:

Stubbs Alderton & Markiles, LLP

15260 Ventura Blvd, 20th Floor

Sherman Oaks, CA 91403

Attention: Greg Akselrud

Attention: Jonathan Friedman

Phone: (818) 444-4503

Email: gakselrud@stubbsalderton.com


Email: jfriedman@stubbsalderton.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SECURED PARTY:

MEP CAPITAL HOLDINGS III, L.P.

By: MEP CAPITAL III GP, LLC

By  _____

Name: Andrew Kotliar

Title: General Partner

Address for notices:

MEP Capital Holdings III, L.P.
244 Madison Avenue, #1214
New York, NY 10016
Attention: Andrew Kotliar
Email: andrew.kotliar@mepcap.com

With a copy (which shall not constitute notice) to:

Reitler Kailas & Rosenblatt LLP
885 Third Avenue, 20th Floor
New York, NY 10022
Attention: Jonathan Silverblatt
Phone: (212) 209-3050
Email: jsilverblatt@reitlerlaw.com

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

<u>Intellectual Property</u>	<u>Type of IP</u>	<u>Application No./ Registration No.</u>	<u>Registered Owner</u>
Guacardo Design	Trademark	App. no. 87883324 1613087 90479685 90801210	Latido Mitu Holdings, LLC
Guacardo Design	Trademark	Reg. no. 6064319 1613087	Latido Mitu Holdings, LLC
CHOLOS TRY	Trademark	Reg. no. 5692047	Latido Mitu Holdings, LLC
GUACARDO	Trademark	App. no. 88722075	Latido Mitu Holdings, LLC
GUACARDO	Trademark	Reg. no. 5490583 1406628 5103776 1406628	Latido Mitu Holdings, LLC
MITÚ Stylized	Trademark	App. no. 88376731	Latido Mitu Holdings, LLC
MITÚ	Trademark	Reg. no. 4291379	Latido Mitu Holdings, LLC
SPILL THE CHISME	Trademark	App. no. 88671596	Latido Mitu Holdings, LLC
LIGHTT	Trademark	Reg. no. 1141228	Latido Mitu Holdings, LLC
LITO	Trademark	App. no. 97135129	Latido Mitu Holdings, LLC
THIS PRODUCT WAS BLESSED BY A LATINA MOM CERTIFIED FRESH GUAC	Trademark	App. no. 97230628	Latido Mitu Holdings, LLC
HISPANIC KITCHEN	Trademark	4780175	UrbanoTV, Inc.
HISPANICIZE	Trademark	6304202	UrbanoTV, Inc.
LATINAMOMS	Trademark	6264310	UrbanoTV, Inc.
NGL COLLECTIVE	Trademark	6255003	UrbanoTV, Inc.

Schedule 1
to Trademark Security Agreement