

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766106

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VOX MEDIA, LLC		11/03/2022	Limited Liability Company: DELAWARE
NEW YORK MEDIA LLC		11/03/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive, HF 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	97305733	POLYGON
Serial Number:	97305729	POLYGON
Serial Number:	97550819	ON WITH KARA SWISHER
Serial Number:	97497056	THE DODO
Serial Number:	97489661	THE RED CHAIR INTERVIEW
Serial Number:	97489660	THE RED CHAIR
Serial Number:	97305745	POLYGON
Serial Number:	97305742	POLYGON
Serial Number:	97305737	POLYGON
Serial Number:	97518961	VM CONNECT
Serial Number:	97510074	THE DODO LOVEABLES
Serial Number:	97499159	INTO IT
Serial Number:	97497089	THE DODO
Serial Number:	97497085	THE DODO
Serial Number:	97497084	
Serial Number:	97497083	
Serial Number:	97497075	

OP \$465.00 97305733

Property Type	Number	Word Mark
Serial Number:	97497071	DODOVET

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1829472 TM
NAME OF SUBMITTER:	Naomi Sakata
SIGNATURE:	/Naomi Sakata/
DATE SIGNED:	11/07/2022

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of November 3, 2022, by and among (i) SILICON VALLEY BANK, a California corporation, with a loan production office located at 1200 17th St. 16th floor, Denver, CO 80202 (“**Bank**”), (ii) VOX MEDIA, LLC , a Delaware limited liability company (“**Company**”) with its principal place of business located at 1201 Connecticut Ave NW, 11th Floor, Washington, DC 20036, and (iii) NEW YORK MEDIA LLC, a Delaware limited liability company with its principal place of business located at 1201 Connecticut Ave NW, 11th Floor, Washington, DC 20036 (together with Company, individually and collectively, as the context requires, jointly and severally, “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to each of Company and VOX MEDIA HOLDINGS, INC., a Delaware corporation (collectively the “**Borrower**”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement which amends and restates that certain Loan and Security Agreement dated as of September 15, 2016 (as amended by that certain First Amendment to Loan and Security Agreement dated as of December 31, 2018, as amended by that certain Second Amendment to Loan and Security Agreement dated as of November 4, 2019, as amended by that certain Third Amendment to Loan and Security Agreement dated as of November 19, 2020, and as may be further amended, amended and restated, supplemented, restated or otherwise modified from time to time, the “**Loan Agreement**”). Capitalized terms used herein are used as defined in the Loan Agreement. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the relevant Loan Documents, Grantor has granted to Bank 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.

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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and

under its Intellectual Property that constitutes Collateral (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyrights registered by and copyright applications pending with the United States Copyright Office, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) All patents and patent applications issued by or pending with the United States Patent and Trademark Office, including without limitation those set forth on Exhibit B attached hereto (collectively, the “Patents”);

(c) Any trademark registration issued by, and trademark application pending with, the United States Patent and Trademark Office, and the entire goodwill of the business of Grantor connected with and symbolized by such trademark registrations and applications, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”) (excluding any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act); and

(d) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral registered by the United States Copyright Office or filed with or issued by the United States Patent and Trademark Office (except for any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act), which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual

Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in 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 to 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.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, 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 laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

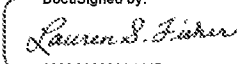
Execution Version

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.

GRANTOR:

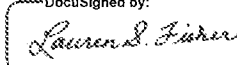
**On behalf of:
VOX MEDIA, LLC**

By: Vox Media Holdings, Inc., as manager

DocuSigned by:

By: _____
Name: Lauren Fisher
Title: Chief Legal Officer

**On behalf of:
NEW YORK MEDIA LLC**

By: Vox Media Holdings, Inc., as manager of Vox Media, LLC, as sole member

DocuSigned by:

By: _____
Name: Lauren Fisher
Title: Chief Legal Officer

Execution Version

BANK:

SILICON VALLEY BANK

By: DocuSigned by: Oliver Wynn
DocuSignature
Name: Oliver Wynn
Title: Vice President

EXHIBIT A

U.S. Copyrights

1. Vox Media, LLC

Title	Current Owner of Record	Registration No.	Registration Date
New York (magazine). [Published: 2021-07-05 to 2021-09-27. Issues: vol. 54, no. 14, July 5, 18, 2021 to vol. 54, no. 20, September 27, October 10, 2021]	Vox Media, LLC	TX0009139746	1/3/2022
New York (magazine). [Published: 2021-04-12 to 2021-06-21. Issues: vol. 54, no. 8, April 12, 25, 2021 to vol. 54, no. 13, June 21, July 4, 2021]	Vox Media, LLC	TX0009098161	3/3/2022
New York (magazine). [Published: 2020-07-06 to 2020-09-28. Issues: vol. 53, no. 14, July 6, 19, 2020 to vol. 53, no. 20, September 28, October 11, 2020]	Vox Media, LLC	TX0008985757	12/29/2020
MIND OVER MURDER : 101, EPISODE 1.	Vox Media, Inc.	PA0002367344	7/25/2022
MIND OVER MURDER : 102, EPISODE 2.	Vox Media, Inc.	PA0002367345	7/25/2022
MIND OVER MURDER : 103, EPISODE 3	Vox Media, Inc.	PA0002367346	7/25/2022
MIND OVER MURDER : 104, EPISODE 4	Vox Media, Inc.	PA0002367348	7/25/2022
MIND OVER MURDER : 105, EPISODE 5	Vox Media, Inc.	PA0002367798	7/25/2022
MIND OVER MURDER : 106, EPISODE 6	Vox Media, Inc.	PA0002367800	7/25/2022
The Beauty of Blackness.	Vox Media, LLC	PAu004122596	2/25/2022

Glad you Asked, Season 2.	Vox Media, LLC	PAu004090729	6/11/2021
LITTLE AMERICA: Incredible True Stories of Immigrants in America.	Vox Media, LLC	TX00009120255	10/05/2021
New York (magazine). [Published: 2021-04-12 to 2021-06-21. Issues: vol. 54, no. 8, April 12 ? 25, 2021 to vol. 54, no. 13, June 21 ? July 4, 2021]	Vox Media, LLC	TX00009098161	3/03/2022
The Party-Girl Years : 5.	Vox Media, LLC	SR0000900586	3/11/2021
The Rebellion (S1 E4) : 4	Vox Media, LLC	SR0000900584	3/11/2021
Retro Tech.	Vox Media, LLC	PAu004076489	03/11/2021

2. New York Media LLC

Title	Current Owner of Record	Registration No.	Registration Date
New York Magazine. [Published: 2013-01-14 to 2013-03-25. Issues: vol. 46, no. 1, January 14-21, 2013 to vol. 46, no. 8, March 25, 2013]	New York Media LLC	TX00008031622	5/10/2013

TRADEMARK

REEL: 007915 FRAME: 0046

EXHIBIT B

Patents


None.

EXHIBIT C
U.S. Trademarks

1. Vox Media, LLC

Mark	Jurisdiction	Status	Owner	Application No.	Application Date	Registration No.	Registration Date
POLYGON	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97305733	APP 22-MAR-10		
POLYGON	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97305729	APP 22-MAR-10		
ON WITH KARA SWISHER	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97550819	APP 22-AUG-16		
THE DODO	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97497056	APP 22-JUL-11		
THE RED CHAIR INTERVIEW	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97489661	APP 22-JUL-5		
THE RED CHAIR	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97489660	APP 22-JUL-5		
POLYGON	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97305745	APP 22-MAR-10		

Mark	Jurisdiction	Status	Owner	Application No.	Application Date	Registration No.	Registration Date
	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97305742	APP 22-MAR-10		
	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97305737	APP 22-MAR-10		
	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97518961	APP 22-JUL-25		
	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97510074	APP 22-JUL-19		
	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97499159	APP 22-JUL-12		
	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97497089	APP 22-JUL-11		
	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97497085	APP 22-JUL-11		
	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97497084	APP 22-JUL-11		
	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97497083	APP 22-JUL-11		

Mark	Jurisdiction	Status	Owner	Application No.	Application Date	Registration No.	Registration Date
	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97497075	APP 22-JUL-11		
DODOVET	UNITED STATES	PENDING	VOX MEDIA, LLC	APP 97497071	APP 22-JUL-11		

TRADEMARK

REEL: 007915 FRAME: 0050

RECORDED: 11/07/2022