

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venture 10 Studio Group, LLC		01/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent		
Street Address:	c/o Monroe Capital LLC, 311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6926153	BLUE COLLAR AUCTION	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058258-0031		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	01/27/2023		
Total Attachments: 5			
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OP \$40.00 6926153

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each, a “Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself and the other Secured Parties (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of January 12, 2023, among the grantors party thereto and Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for the ratable benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for the ratable benefit of the Secured Parties, and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement), a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to

limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the UCC from time to time in the State of New York.

"Trademarks" means (a) all registered trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and domain names, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

CARA COMMUNICATIONS LLC (f/k/a
CARA COMMUNICATIONS
CORPORATION), a California limited liability
company,

FISHBOWL WORLDWIDE MEDIA LLC (f/k/a
FISHBOWL WORLDWIDE MEDIA, INC.), a
California limited liability company,

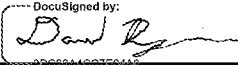
FREEDOM DEVELOPMENT, LLC, a
California limited liability company,

JOHNNY LINDY LLC (f/k/a JOHNNY LINDY
COMPANY), a California limited liability
company,

VENTURE 10 STUDIO GROUP, LLC, a
Delaware limited liability company,

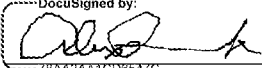
GINA COMMUNICATIONS LLC (f/k/a GINA
COMMUNICATIONS CORPORATION),
a California limited liability company,

each as a Grantor

By: 
Name: David Ragins
Title: Vice President

Acknowledged:


**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**, as Administrative Agent

By: 
Name: Alex Parmacek
Title: Director

SCHEDULE 1

TRADEMARK COLLATERAL

Registered Trademarks

Mark	Application No.	Filing Date	Registration No.	Registration Date	Loan Party
WORLD'S FUNNIEST VIDEOS	86377935	8/26/2014	5283373	9/12/2017	GINA COMMUNICATIONS LLC
WORLD'S FUNNIEST VIDEOS TOP 10 COUNTDOWN	86662056	6/15/2015	5224783	6/13/2017	FREEDOM DEVELOPMENT, LLC
AMERICA'S FUNNIEST PEOPLE (Stylized w/ Design) 	74137355	2/8/1991	1793909	9/21/1993	GINA COMMUNICATIONS LLC
AMERICA'S FUNNIEST PETS	74419142	8/2/1993	1990218	7/30/1996	GINA COMMUNICATIONS LLC
AMERICA'S FUNNIEST KIDS	74387578	5/5/1993	1906007	7/18/1995	GINA COMMUNICATIONS LLC
AMERICA'S FUNNIEST	74216666	10/28/1991	1838864	6/7/1994	GINA COMMUNICATIONS LLC
THAT'S FUNNY	78978101	7/14/2004	3238436	5/1/2007	JOHNNY LINDY LLC
SHOW ME THE FUNNY	85859786	2/25/2013	5095685	12/6/2016	JOHNNY LINDY LLC
HILARIOUS PIX	78977448	11/11/2004	3164174	10/24/2006	CARA COMMUNICATIONS LLC
VIN DI BONA PRODUCTIONS (Stylized w/ Design) 	74115959	11/16/1990	1694936	6/16/1992	JOHNNY LINDY LLC
KYOOT	86805868	10/31/2015	5874533	10/1/2019	FISHBOWL WORLDWIDE MEDIA LLC
CWF (Stylized) 	85131750	9/17/2010	4161799	6/19/2012	FISHBOWL WORLDWIDE MEDIA LLC
CUTE, WIN, FAIL	85112649	8/20/2010	4161768	6/19/2012	FISHBOWL WORLDWIDE MEDIA LLC
BLUE COLLAR AUCTION	90730475	5-24-2021	6926153	12/13/2022	Venture 10 Studio Group, LLC