

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LATIDO MITU HOLDINGS, LLC		05/08/2023	Limited Liability Company: CALIFORNIA
URBANOTV, INC.		05/08/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	9378 Wilshire Boulevard		
Internal Address:	Suite 100		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	97512288		
Serial Number:	97230628	THIS PRODUCT WAS BLESSED BY A LATINA MOM	
Serial Number:	97135129	LITO	
Serial Number:	90801210		
Serial Number:	90479685		
Serial Number:	88671596	SPILL THE CHISME	
Serial Number:	88722075	GUACARDO	
Registration Number:	6064319		
Serial Number:	88376731	MITÚ	
Registration Number:	5490583	GUACARDO	
Registration Number:	5692047	CHOLOS TRY	
Registration Number:	4291379	MITÚ	
Serial Number:	85622096	LATIDOS DEL MUNDO	
Registration Number:	6304202	HISPANICIZE	
Registration Number:	6264310	LATINAMOMS	
Registration Number:	6255003	NGL COLLECTIVE	
Registration Number:	4150609	URBANO.TV CULTURA IN MOTION	

OP \$440.00 97512288

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CORRESPONDENCE DATA**Fax Number:** 2158325619*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:** 2155695619**Email:** timothy.pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye (142552-01089 F.M.)**Address Line 1:** Blank Rome LLP**Address Line 2:** One Logan Square, 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	142552-01089
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	05/09/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 8th day of May 2023, by LATIDO MITU HOLDINGS, LLC a California limited liability company (“LMH”) and URBANOTV, INC., a Delaware corporation (“NGL” and together with LMH, collectively the “Grantors” and each a “Grantor”), in favor of EAST WEST BANK, in its capacity as lender (the “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”), by and among LMH, NGL, MITU NGL, LLC, a Delaware limited liability company (“Mitu”), NGL HOLDINGS, LLC, a Delaware limited liability company (“NGL Holdings”), MITUTV, LLC, a California limited liability company (“MITUTV”, and, together with Mitu, LMH, NGL Holdings, NGL and each other Person joined thereto from time to time as a borrower, collectively the “Borrowers”, and each a “Borrower”), LATIDO NETWORKS, LLC, a California limited liability company (“Latido”, and together with each Person joined to the Credit Agreement as a guarantor from time to time, collectively, the “Guarantors” and each a “Guarantor”, and together with the Borrowers, collectively, the “Loan Parties” and each a “Loan Party”), and Lender, the Lender agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Lender, for the benefit of the Secured Parties, this Agreement.

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the respective meanings set forth in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN IP COLLATERAL. Each Grantor hereby grants to Lender, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”):

(a) all of such Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule I hereto;

(b) all of Grantor’s trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, “Trademarks”), and licenses for any of the foregoing (“Licenses”), including those U.S. trademark registrations and U.S. trademark applications referred to on Schedule I hereto; and

(c) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright or Trademark, or any Copyright or Trademark licensed under any License.

Notwithstanding anything contained in this Agreement to the contrary, the term "IP Collateral" shall not include any "*intent-to-use*" United States trademark applications to the extent that an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformity with 15 U.S.C. §1051(a) or (c) (it being agreed that for purposes of this Agreement no Lien granted to Lender on any "*intent-to-use*" United States trademark applications is intended to be a present assignment thereof).

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by any Grantor to Lender, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit 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 Credit Agreement, the terms of the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give notice in writing to Lender to the extent required by, and in accordance with, the Credit Agreement with respect to any such new IP Collateral. To the extent that no Event of Default (as defined in the Credit Agreement) has occurred and is continuing, Lender shall receive consent from such Grantor prior to Lender amending Schedule I to include any such new IP Collateral of such Grantor, such consent to be given no later than five (5) days from the date notice is given to Lender, after which point consent shall be deemed given. To the extent an Event of Default has occurred and is continuing, no consent shall be required by such Grantor prior to Lender amending Schedule I to include any such new IP Collateral of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in original counterparts, each of which shall be deemed to be an original document but all of which counterparts together shall constitute the same agreement. Execution and delivery via facsimile or PDF shall bind the parties.

7. CONSTRUCTION. Section 1.4 of the Credit Agreement is hereby incorporated herein, *mutatis mutandis*.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any judicial proceeding brought by or against any Grantors with respect to any of the Obligations, this Agreement, the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the State of California, United States of America, and, by execution and delivery of this Agreement, each Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified or registered mail (return receipt requested) directed to any Grantor at Borrowers' address set forth in Section 16.6 of the Credit Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at the Secured Party's option, by service upon Borrowers which each Grantor irrevocably appoints as such Grantor's agent for the purpose of accepting service within the State of California. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Secured Party or any Lender to bring proceedings against any Grantor in the courts of any other jurisdiction. Each Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each Grantor waives the right to remove any judicial proceeding brought against any such Grantor in any state court to any federal court. Any judicial proceeding by any such Grantor against Secured Party or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Los Angeles, State of California.

9. TERMINATION. This Agreement shall terminate and the Lien on, and the security interests in, the IP Collateral shall be released upon the Payment in Full on the Obligations and the termination of the Credit Agreement in accordance with the terms thereof. Upon the termination of this Agreement, as reasonably requested by, and at the sole cost of, the Grantors, Lender shall execute all documents, make all filings, and take all other actions to evidence and record the release of the Lien on, and security interest in, the IP Collateral granted herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

LATIDO MITU HOLDINGS, LLC, a
California limited liability company

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

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

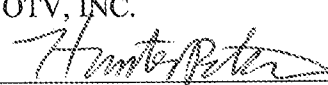
BY: GODIGITAL MEDIA GROUP, LLC, a
Delaware limited liability company and
Manager of LATIDO NETWORKS, LLC

By:  _____

Name: Jason Peterson

Title: Manager

URBANOTV, INC.

By:  _____

Name: Hunter Paletsas


Title: Chief Financial Officer

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

#	Grantor	Copyright	Serial/ Registration Number	Application/ Registration Date
1.	Urbanotv, Inc.	Bodega de Pasion.	PA0002271857	11/17/2020
2.	Urbanotv, Inc.	John Leguizamo's Road To Broadway.	PA0002151473	12/10/2018
3.	Urbanotv, Inc.	Raul Julia : World's a Stage.	PAu003987237	07/26/2019

II. Trademarks and Trademark Applications

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Status
	USA	Latido Mitu Holdings, LLC	(07/20/2022)	(97512288)	Live
THIS PRODUCT WAS BLESSSED BY A LATINA MOM CERTIFIED FRESH GUAC	USA	Latido Mitu Holdings, LLC	(01/20/2022)	(97230628)	Live
LITO	USA	Latido Mitu Holdings, LLC	(11/19/2021)	(97135129)	Live
	USA	Latido Mitu Holdings, LLC	(06/29/2021)	(90801210)	Live

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Status
	USA	Latido Mitu Holdings, LLC	(01/21/2021)	(90479685)	Live
SPELL THE CHISME	USA	Latido Mitu Holdings, LLC	(10/29/2019)	(88671596)	Live
GUACARDO	USA	Latido Mitu Holdings, LLC	(12/10/2019)	(88722075)	Live
	USA	Latido Mitu Holdings, LLC	03/26/2020	6064319	Live
mitú	USA	Latido Mitu Holdings, LLC	(04/08/2019)	(88376731)	Live
GUACDRADO	USA	Latido Mitu Holdings, LLC	06/12/2018	5490583	Live
CHOLOS TRY	USA	Latido Mitu Holdings, LLC	03/05/2019	5692047	Live
MITÚ	USA	Latido Mitu Holdings, LLC	02/19/2013	4291379	Live
LATIDOS DEL MUNDO	USA	Latido Mitu Holdings, LLC	(05/10/2012)	(85622096)	Dead
HISPANICIZE	USA	Urbanotv, Inc.	03/30/2021	6304202	Live
LATINAMOMS	USA	Urbanotv, Inc.	02/09/2021	6264310	Live
NGL COLLECTIVE	USA	Urbanotv, Inc.	01/26/2021	6255003	Live
URBANO.TV CULTURA IN MOTION	USA	Urbanotv, Inc.	05/29/2012	4150609	Dead

[Intellectual Property Security Agreement (Mitu)]
Schedule 1 – Page 2

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RECORDED: 05/09/2023

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