

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDG GMGI ACQUISITION, INC.		07/10/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SLR DIGITAL FINANCE LLC		
Street Address:	15260 VENTURA BOULEVARD		
Internal Address:	SUITE 700		
City:	SHERMAN OAKS		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2901710	GAWKER	
CORRESPONDENCE DATA			
Fax Number:	2138910400		
<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>			
Phone:	213-891-0700		
Email:	pnulud@buchalter.com, mmandel@buchalter.com, shinojosa@buchalter.com		
Correspondent Name:	PHILIP NULUD/MONICA MANDEL/SIGI HINOJOSA		
Address Line 1:	BUCHALTER		
Address Line 2:	1000 WILSHIRE BOULEVARD, SUITE 1500		
Address Line 4:	LOS ANGELES, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	F1179-0006 [PN:VMM:SH]		
NAME OF SUBMITTER:	V. MONICA MANDEL		
SIGNATURE:	/V. Monica Mandel/		
DATE SIGNED:	07/12/2023		
Total Attachments: 7			
source=IP_Security_Agreement_-_SLR_-_BDG_GMGI_Acquisition(77047652.2)(77381655.1)#page1.tif			

CH \$40.00 2901710

source=IP_Security_Agreement_-_SLR_-_BDG_GMGI_Acquisition(77047652.2)(77381655.1)#page2.tif
source=IP_Security_Agreement_-_SLR_-_BDG_GMGI_Acquisition(77047652.2)(77381655.1)#page3.tif
source=IP_Security_Agreement_-_SLR_-_BDG_GMGI_Acquisition(77047652.2)(77381655.1)#page4.tif
source=IP_Security_Agreement_-_SLR_-_BDG_GMGI_Acquisition(77047652.2)(77381655.1)#page5.tif
source=IP_Security_Agreement_-_SLR_-_BDG_GMGI_Acquisition(77047652.2)(77381655.1)#page6.tif
source=IP_Security_Agreement_-_SLR_-_BDG_GMGI_Acquisition(77047652.2)(77381655.1)#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of 7/10/2023 (the "Effective Date") by and between SLR DIGITAL FINANCE LLC, a Delaware limited liability company, formerly known as Fast Pay Partners LLC ("Lender") and BDG GMGI ACQUISITION, 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 Financing and Security Agreement by and between Lender, BDG Media, Inc., a Delaware corporation ("BDG Media"), Some Spider, Inc., a Delaware corporation ("Spider") and Grantor dated on or around April 27, 2021 (as amended by that certain Joinder and Amendment No. 2 to Financing and Security Agreement dated as of even date herewith, by and among BDG Media, Spider and Grantor, and as further amended, restated, supplemented or otherwise modified, the "Financing Agreement"). Capitalized terms used and not defined herein are used as defined in the Financing Agreement.

B. Lender is willing to make Advances 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 Financing Agreement.

C. Pursuant to the terms of the Financing 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 Financing Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Financing 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 Financing 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 Financing Agreement and the other Financing 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 Financing Agreement or any of the Financing 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 Financing Agreement or any of the other Financing 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 California, provided that the Lender shall retain all rights arising under Federal law.

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

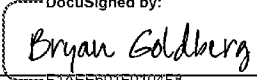
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

BDG GMGI ACQUISITION, INC.

315 Park Avenue S, Floor 10
New York, NY 10010

DocuSigned by:

By: _____
Name: Bryan Goldberg
Title: Chief Executive Officer

Address of Lender:

15260 Ventura Blvd., Suite 700
Sherman Oaks, CA 91403
Attention: Danielle Baldaro
Email: dbaldaro@slrdigitalfinance.com

LENDER:

SLR DIGITAL FINANCE LLC

DocuSigned by:
Danielle Baldaro
By: _____
Name: Danielle Baldaro
Title: SVP, Portfolio Management

Copyrights:

SCHEDULE A

Country	Owner	Copyrighted Work	Filing Date / Issued Date	Registration Number	Status
United States	BDG GMGI Acquisition, Inc.	The Gawker Guide to Conquering All Media	17-OCT-2007	TX0006831598	Registered.

SCHEDULE B*U.S. Trademarks*

<i>Country</i>	<i>Owner</i>	<i>Mark</i>	<i>International Classes)</i>	<i>Application No. Filing Date</i>	<i>Registration No. Registration Date</i>	<i>Status</i>
United States	BDG GMGI Acquisition, Inc	GAWKER	41	78292277 26-AUG-2003	2901710 09-NOV-2004	Registered.

Foreign Trademarks

<i>Country</i>	<i>Owner</i>	<i>Mark</i>	<i>International Classes)</i>	<i>Application No. Filing Date</i>	<i>Registration No. Registration Date</i>	<i>Status</i>
Canada	BDG GMGI Acquisition, Inc	GAWKER	41	1467804 FEB-01-2010	TMA785433 DEC-20-2010	Registered.
European Union	BDG GMGI Acquisition, Inc	GAWKER	35, 41	8957961 MAR-16-2010	8957961 JUL-20-2010	Registered.
United Kingdom	BDG GMGI Acquisition, Inc	GAWKER	35, 41	UK00908957961 MAR-16-2010	UK00908957961 JUL-20-2010	Registered.

SCHEDULE C

Patents:

None.

Registered Patents:

None.

TRADEMARK

REEL: 008130 FRAME: 0776

RECORDED: 07/12/2023