

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM823835

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOME SPIDER, INC.		07/10/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SLR DIGITAL FINANCE LLC		
<b>Street Address:</b>	15260 VENTURA BOULEVARD		
<b>Internal Address:</b>	SUITE 700		
<b>City:</b>	SHERMAN OAKS		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87780829	APHUKENBRAKE	
<b>Registration Number:</b>	4592378	FATHERLY	
<b>Registration Number:</b>	3992268	SCARY MOMMY	
<b>Registration Number:</b>	6016194	SCARY MOMMY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	213-891-0700		
<b>Email:</b>	pnulud@buchalter.com, mmandel@buchalter.com, shinojosa@buchalter.com		
<b>Correspondent Name:</b>	PHILIP NULUD/MONICA MANDEL/SIGI HINOJOSA		
<b>Address Line 1:</b>	BUCHALER, A PROFESSIONAL CORPORATION		
<b>Address Line 2:</b>	1000 WILSHIRE BOULEVARD, SUITE 1500		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	f1179-0006 [PN:VMM:SH]		
<b>NAME OF SUBMITTER:</b>	V. MONICA MANDEL		
<b>SIGNATURE:</b>	/V. Monica Mandel/		
<b>DATE SIGNED:</b>	07/12/2023		

CH \$115.00 87780829

**Total Attachments: 7**

source=IP\_Security\_Agreement\_-\_SLR\_-\_Some\_Spider(77047653.3)(77381657.1)#page1.tif

source=IP\_Security\_Agreement\_-\_SLR\_-\_Some\_Spider(77047653.3)(77381657.1)#page2.tif

source=IP\_Security\_Agreement\_-\_SLR\_-\_Some\_Spider(77047653.3)(77381657.1)#page3.tif

source=IP\_Security\_Agreement\_-\_SLR\_-\_Some\_Spider(77047653.3)(77381657.1)#page4.tif

source=IP\_Security\_Agreement\_-\_SLR\_-\_Some\_Spider(77047653.3)(77381657.1)#page5.tif

source=IP\_Security\_Agreement\_-\_SLR\_-\_Some\_Spider(77047653.3)(77381657.1)#page6.tif

source=IP\_Security\_Agreement\_-\_SLR\_-\_Some\_Spider(77047653.3)(77381657.1)#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 SOME SPIDER, 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"), BDG GMGI ACQUISITION, INC, a Delaware corporation ("GMGI") and Grantor dated on or around April 27, 2021 (as amended by that certain Joinder, Waiver and Amendment No. 2 to Financing and Security Agreement dated as of even date herewith, by and among Lender, Grantor, BDG Media, and GMGI, 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]*

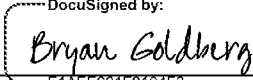
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

**SOME SPIDER, INC.**

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

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Bryan Goldberg  
Title: President and Secretary

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	Some Spider, Inc.	Fatherhood	17-NOV-2021	TX00009108898	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	Some Spider, Inc.	APHUKENBRAKE	41	87780829 01-FEB-2018		Pending.
United States	Some Spider, Inc.	FATHERLY	41	86162733 10-JAN-2014	4592378 26-AUG-2014	Registered.
United States	Some Spider, Inc.	SCARY MOMMY	41	85051499 01-JUN-2010	3992268 12-JUL-2011	Registered.
United States	Some Spider, Inc.	SCARY MOMMY	41	88043304 18-JUL-2018	6016194 24-MAR-2020	Registered.

*Foreign Trademarks*

None.



SCHEDULE C

Patents:

None.

Registered Patents:

None.

**TRADEMARK**

**REEL: 008142 FRAME: 0200**

**RECORDED: 07/12/2023**

BN 77047653v3