

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carrot Creative Acquisition, LLC		07/31/2023	Limited Liability Company: NEW YORK
Refinery 29 Acquisition Inc.		07/31/2023	Corporation: DELAWARE
Vice Media Acquisition LLC		07/31/2023	Limited Liability Company: DELAWARE
Villain Acquisition LLC		07/31/2023	Limited Liability Company: NEW YORK
VTV Productions Acquisition, Inc.		07/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	5266325	CARROT CREATIVE	
Registration Number:	6772950	MONEY DIARIES	
Registration Number:	6301886	UNBOTHERED	
Registration Number:	5485802	SHATTERBOX	
Registration Number:	5394999	29ROOMS	
Registration Number:	5213364	STYLE OUT THERE	
Registration Number:	4782417	R29	
Registration Number:	4520246	REFINERY29	
Registration Number:	4520247	R29	
Serial Number:	97798826	THE STORY OF	
Serial Number:	97296440	TONIC	
Registration Number:	6301836	HOW TO ROB A BANK	
Registration Number:	6097065	DOPESICK NATION	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5795569	BREAKING & ENTERTAINING
Registration Number:	6195467	VICE
Registration Number:	6195468	VICE
Registration Number:	5607769	BONG APPETIT
Registration Number:	5885735	WAYPOINT
Registration Number:	5628307	RANDOMIZER
Registration Number:	5454025	STATES OF UNDRRESS
Registration Number:	5453981	PARTY LEGENDS
Registration Number:	5590597	VBS
Registration Number:	5453883	WEEDIQUETTE
Registration Number:	5453848	GAYCATION
Registration Number:	4915513	BLACK MARKET
Registration Number:	5443614	HUANG'S WORLD
Registration Number:	4742830	FIGHTLAND
Registration Number:	4742813	FIGHTLAND
Registration Number:	4413712	MOTHERBOARD
Registration Number:	4688917	NOISEY
Registration Number:	3053079	VICE
Serial Number:	97864514	VILN
Registration Number:	2693183	ENDLESS GOLF

CORRESPONDENCE DATA

Fax Number: 3105518741

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: 3105518755

Email: pto-cc@gibsondunn.com

Correspondent Name: Mandy Robertson-Bora

Address Line 1: 2029 Century Park East, Suite 4000

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Los Angeles, CALIFORNIA 90067-3026

ATTORNEY DOCKET NUMBER:	30963-00165
NAME OF SUBMITTER:	Mandy Robertson-Bora
SIGNATURE:	/mandy robertson-bora/
DATE SIGNED:	07/31/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) dated as of July 31, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION** (“**Wilmington Trust**”), as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below). Terms defined in the Credit Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, the Grantors have entered into that certain Credit and Guaranty Agreement dated as of July 31, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Fortress Credit Corp., as Administrative Agent and Wilmington Trust, as Collateral Agent, and the Lenders party thereto;

WHEREAS, as a condition precedent to the extensions of credit by the Lenders and other accommodations of the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of July 31, 2023, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**Trademark Collateral**”):

(i) all of such Grantor’s Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule I hereto;

(ii) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(iii) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

provided that no security interest shall be granted in any Excluded Asset (as defined in the Security Agreement).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise..

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. Each Grantor shall, and hereby authorizes the Collateral Agent (but the Collateral Agent shall be under no obligation) unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of Grantors, which become part of the Trademark Collateral. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule I.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Concerning the Collateral Agent. Wilmington Trust, National Association acts under this Trademark Security Agreement solely in its capacity as Collateral Agent and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Security Agreement and the Credit Agreement as though fully set forth herein.

[Signatures pages to follow]

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

**CARROT CREATIVE ACQUISITION, LLC
REFINERY 29 ACQUISITION INC.
VICE MEDIA ACQUISITION LLC
VILLAIN ACQUISITION LLC
VTV PRODUCTIONS ACQUISITION, INC.**


DocuSigned by:
By: Hozefa Lokhandwala
Name: Hozefa Lokhandwala
Title: Chief Strategy Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008150 FRAME: 0156**

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademarks (to the extent acquired or assumed in connection with the Transactions):

Trademark	Recorded Owner	Country	Application Number	Application Date	Registration Number	Registration Date
CARROT CREATIVE	CARROT CREATIVE ACQUISITION LLC	USPTO	86415874	06-OCT-2014	5266325	15-AUG-2017
MONEY DIARIES	REFINERY 29 ACQUISITION INC.	USPTO	90773175	14-JUN-2021	6772950	28-JUN-2022
UNBOTHERED	REFINERY 29 ACQUISITION INC.	USPTO	88306563	19-FEB-2019	6301886	23-MAR-2021
SHATTERBOX	REFINERY 29 ACQUISITION INC.	USPTO	87662381	27-OCT-2017	5485802	05-JUN-2018
29ROOMS	REFINERY 29 ACQUISITION INC.	USPTO	87501122	22-JUN-2017	5394999	06-FEB-2018
STYLE OUT THERE	REFINERY 29 ACQUISITION INC.	USPTO	87209101	19-OCT-2016	5213364	30-MAY-2017
	REFINERY 29 ACQUISITION INC.	USPTO	85902428	12-APR-2013	4782417	28-JUL-2015
REFINERY29	REFINERY 29 ACQUISITION INC.	USPTO	85869346	07-MAR-2013	4520246	29-APR-2014
R29	REFINERY 29 ACQUISITION INC.	USPTO	85869349	07-MAR-2013	4520247	29-APR-2014

Trademark	Recorded Owner	Country	Application Number	Application Date	Registration Number	Registration Date
	VICE MEDIA ACQUISITION LLC	USPTO	97798826	16-FEB-2023		
TONIC	VICE MEDIA ACQUISITION LLC	USPTO	97296440	04-MAR-2022		
HOW TO ROB A BANK	VICE MEDIA ACQUISITION LLC	USPTO	88233953	18-DEC-2018	6301836	23-MAR-2021
DOPE SICK NATION	VICE MEDIA ACQUISITION LLC	USPTO	88101371	31-AUG-2018	6097065	07-JUL-2020
BREAKING & ENTERTAINING	VICE MEDIA ACQUISITION LLC	USPTO	87882877	18-APR-2018	5795569	02-JUL-2019
VICE	VICE MEDIA ACQUISITION LLC	USPTO	87381465	22-MAR-2017	6195467	10-NOV-2020
	VICE MEDIA ACQUISITION LLC	USPTO	87381504	22-MAR-2017	6195468	10-NOV-2020
BONG APPETIT	VICE MEDIA ACQUISITION LLC	USPTO	87356081	02-MAR-2017	5607769	13-NOV-2018
WAYPOINT	VICE MEDIA ACQUISITION LLC	USPTO	87192789	04-OCT-2016	5885735	15-OCT-2019
RANDOMIZER	VICE MEDIA ACQUISITION LLC	USPTO	87091247	01-JUL-2016	5628307	11-DEC-2018
STATES OF UNDRRESS	VICE MEDIA ACQUISITION LLC	USPTO	86894321	02-FEB-2016	5454025	24-APR-2018
PARTY LEGENDS	VICE MEDIA ACQUISITION LLC	USPTO	86852695	17-DEC-2015	5453981	24-APR-2018

Trademark	Recorded Owner	Country	Application Number	Application Date	Registration Number	Registration Date
VBS	VICE MEDIA ACQUISITION LLC	USPTO	86614419	29-APR-2015	5590597	23-OCT-2018
WEEDIQUETTE	VICE MEDIA ACQUISITION LLC	USPTO	86582870	31-MAR-2015	5453883	24-APR-2018
GAYCATION	VICE MEDIA ACQUISITION LLC	USPTO	86502347	13-JAN-2015	5453848	24-APR-2018
BLACK MARKET	VICE MEDIA ACQUISITION LLC	USPTO	86502371	13-JAN-2015	4915513	08-MAR-2016
HUANG'S WORLD	VICE MEDIA ACQUISITION LLC	USPTO	86502507	13-JAN-2015	5443614	10-APR-2018
	VICE MEDIA ACQUISITION LLC	USPTO	86397794	17-SEP-2014	4742830	26-MAY-2015
FIGHTLAND	VICE MEDIA ACQUISITION LLC	USPTO	86396604	16-SEP-2014	4742813	26-MAY-2015
MOTHERBOARD	VICE MEDIA ACQUISITION LLC	USPTO	85822249	14-JAN-2013	4413712	08-OCT-2013
NOISEY	VICE MEDIA ACQUISITION LLC	USPTO	85173606	10-NOV-2010	4688917	17-FEB-2015
VICE	VICE MEDIA ACQUISITION LLC	USPTO	78317722	23-OCT-2003	3053079	31-JAN-2006
VILN	VILLAIN ACQUISITION LLC	USPTO	97864514	30-MAR-2023		
ENDLESS GOLF	VTV PRODUCTIONS ACQUISITION , INC.	USPTO	76416992	05-JUN-2002	2693183	04-MAR-2003

Registered Trademark Licenses: None.