

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STATIC MEDIA INC.		09/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, CHICAGO BRANCH		
Street Address:	320 S Canal Street, Floor 15 East		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5891700	STATIC MEDIA	
Registration Number:	6151982	SLASH GEAR	
Registration Number:	6986095	TASTING TABLE	
Registration Number:	6986093	TASTINGTABLE.	
Registration Number:	4658314	THE ACTIVE TIMES	
Registration Number:	4039689	THE DAILY MEAL	
Registration Number:	4165603	THE DAILY MEAL ALL THINGS FOOD & DRINK	
CORRESPONDENCE DATA			
Fax Number:	8014153500		
<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:	(801)415-3000		
Email:	djp.ipmail@dentons.com		
Correspondent Name:	Sarah W. Matthews, DENTONS		
Address Line 1:	111 South Main Street, Suite 2400		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	59602-5		
NAME OF SUBMITTER:	Sarah W. Matthews		
SIGNATURE:	/Sarah W Matthews/		

CH \$190.00 5891700

DATE SIGNED:	10/04/2023
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of September 27, 2023, is made by and between STATIC MEDIA INC., a Delaware corporation (“**Borrower**”) in favor of BANK OF MONTREAL, CHICAGO BRANCH (the “**Lender**”).

WHEREAS, Borrower has entered into that certain Credit Agreement dated as of the date hereof (the “**Credit Agreement**”), with the Lender.

WHEREAS, as a condition precedent to the making of the loans by the Lender under the Credit Agreement, Borrower has executed and delivered to the Lender that certain Security Agreement dated as of the date hereof, made by and between Borrower and the Lender (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of Borrower, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, and applications, and copyright registrations and applications exclusively licensed to Borrower set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

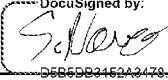
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

STATIC MEDIA INC., as Borrower

DocuSigned by:

By: _____
Name: Samuel Nasso
Title: Secretary

Address for Notices:
11787 Lantern Road, Suite 201
Fishers, IN 46038
Attention: Joseph Bossone
E-mail: joe@static.com

AGREED TO AND ACCEPTED:

**BANK OF MONTREAL, CHICAGO BRANCH, as
Lender**

By: Charles Rice AA
Name: Charles Reggie Rice
Title: Vice President

Address for Notices:
320 S Canal Street, Floor 15 East
Chicago, Illinois 60603
USA

SCHEDULES

SCHEDULE 1

PATENTS

None.

SCHEDULE 2

TRADEMARKS

Trademark Registrations:

Mark	Jurisdiction	Registration Number	Registration Date
SLASH GEAR	USA	6,151,982	September 15, 2020
STATIC MEDIA	USA	5,891,700	October 22, 2019
TASTING TABLE	USA	6,986,095	February 21, 2023
TASTINGTABLE.	USA	6,986,093	February 21, 2023
THE ACTIVE TIMES & Design	USA	4,658,314	December 23, 2014
THE DAILY MEAL	USA	4,039,689	October 11, 2011
THE DAILY MEAL ALL THINGS FOOD & DRINK & Design	USA	4,165,603	June 26, 2012

Mark	Jurisdiction	Registration Number
TASTING TABLE	EU	008803314
TASTING TABLE	Canada	TMA824000
TASTING TABLE	UK	UK00908803314

SCHEDULE 3

COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date
The Daily Meal Website Version 1.0	US	TX0007435947	10/17/2011