

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI73348

<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>
Engine Vision Fund I, LLC		12/05/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	SLR Digital Finance LLC		
<b>Street Address:</b>	15260 Ventura Blvd., Suite 700		
<b>City:</b>	Sherman Oaks		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91403		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7008848	ASK CHRIS	
<b>Registration Number:</b>	5589230	BEST OF LA	
<b>Registration Number:</b>	1835407	BEST OF LA	
<b>Registration Number:</b>	4694736	BEST OF LA	
<b>Registration Number:</b>	2864807	BUZZ	
<b>Registration Number:</b>	5480395	DESIGNOC	
<b>Registration Number:</b>	2257898	LA MAGAZINE	
<b>Registration Number:</b>	2009987	LOS ANGELES	
<b>Registration Number:</b>	3282211	LOS ANGELES	
<b>Registration Number:</b>	3099113	LOS ANGELES WEDDINGS	
<b>Registration Number:</b>	5544337	ORANGE COAST	
<b>Registration Number:</b>	5534752	PASADENA	
<b>Registration Number:</b>	5614711	PREMIEREOC	
<b>Registration Number:</b>	6998178	SOCAL DESIGN	
<b>Registration Number:</b>	4789096	SECRET L.A.	
<b>Registration Number:</b>	4887062	SECRET L.A.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6099190677		

OP \$415.00.00 90486671

**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:** 6092124215  
**Email:** vheller@slrbusinesscredit.com  
**Correspondent Name:** Vicki Heller  
**Address Line 1:** 821 Alexander Road, Suite 130  
**Address Line 4:** Princeton, NEW JERSEY 08540

<b>NAME OF SUBMITTER:</b>	Vicki Heller
<b>SIGNATURE:</b>	Vicki Heller
<b>DATE SIGNED:</b>	03/06/2024

**Total Attachments: 5**

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COLLATERAL ASSIGNMENT  
(Security Agreement)  
(Trademarks)  
Effective: December 5, 2023

WHEREAS, ENGINE VISION FUND I, LLC, a Delaware limited liability company ("Assignor"), located and doing business at 644 S. Figueroa Street, 3<sup>rd</sup> Floor, Los Angeles, California 90017, is the owner of the certain trademarks which are registered in the United States Patent and Trademark Office.

WHEREAS, SLR DIGITAL FINANCE LLC, a Delaware limited liability company ("Assignee"), located and doing business 15260 Ventura Boulevard, Suite 700, Sherman Oaks, California 91403, has extended and may hereafter extend credit to Assignor evidencing the present and future advances of credit by Assignee to Assignor, and Assignor may in the future execute and deliver to Assignee other notes evidencing the advances of credit by Assignee to Assignor; and

WHEREAS, Assignor has executed and delivered to Assignee a certain Financing and Security Agreement dated as of December 5, 2023 (as amended, modified, supplemented, substituted, extended or renewed from time to time, the "Financing Agreement") pursuant to which Assignor grants to Assignee a security interest in substantially all assets of Assignor to secure all of Assignor's Obligations (as defined in the Financing Agreement) to Assignee and Assignor may hereafter execute and deliver to Assignee other similar security agreements; and

WHEREAS, in order to further secure Assignor's present and future Obligations (as defined in the Financing Agreement) to the Assignee, Assignor wishes to grant to Assignee a security interest in the Collateral and the goodwill and certain other assets with respect to the Collateral, as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, as additional security for the full payment and performance of the Obligations, and to further evidence the security interest granted to the Assignee pursuant to the Financing Agreement, hereby assigns, sells, transfers, and conveys to Assignee and grants to Assignee a security interest in all of Assignor's right, title and interest in:

(a) all state (including common law), federal and foreign trademarks, service marks and tradenames, and application registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) (the "Trademarks"), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications described in Exhibit A attached hereto), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(b) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of claims of infringement upon said Trademarks;

(c) the entire goodwill of or associated with the business now ore hereafter conducted by Assignor connected with and symbolized by any of the aforementioned properties and assets;

(d) all general intangibles and all intangible intellectual or other similar property of Assignor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above;

(e) all proceeds of any or all of the foregoing (including license royalties, rights to payments, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether

or not Assignee is the loss payee thereof) or any indemnity warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing.

All of the foregoing items set forth in clauses (a) through (e) are hereinafter referred to collectively as the "Collateral."

AND Assignor and Assignee agree as follows:

1. Representations and Warranties. Assignor represents and warrants to Assignee that a true and correct listing of all of the existing Collateral consisting of U.S. trademarks, service marks, trade names, and all trademark, service mark and trade name applications owned by Assignor, in whole or in part, is set forth in Exhibit A.

2. Assignor's Obligations. Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation or Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

Assignor shall have the obligation to maintain, preserve or renew the Trademarks, and take any action to prohibit the infringements or unauthorized use of same by any third party. Assignee shall have no obligation to maintain, preserve or renew the Trademarks, nor to take any action to prohibit the infringements or unauthorized use of same by any third party.

3. Use Prior to Default. Unless and until an Event of Default under, and as defined in or under the Financing Agreement in favor of Assignee, shall occur and be continuing, Assignor shall retain the legal and equitable title to the Trademarks and shall have the right to use the Collateral, subject to the terms and covenants of the Financing Agreement, and this Assignment.

4. Remedies Upon Default. Whenever any Event of Default under and defined in the Financing Agreement evidencing the Obligations, shall occur, Assignor's rights pursuant to Section 2 hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Financing Agreement or security agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreement or in any security agreement by Assignor in favor of Assignee. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignee hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) to use, assign, license, or sub-license any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located.

5. Cumulative Remedies. This Assignment has been entered into in conjunction with the security interest granted to Assignee under the Financing Agreement. The rights and remedies provide herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreement or any other agreement or instrument delivered in connection therewith.

6. Amendments and Waivers. This Assignment may not be modified, supplemented or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

7. Reassignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will, at Assignor's request, execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest Assignor full title to the Collateral, subject to disposition thereof which may have been made by Assignee pursuant hereto.

8. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

9. Notices. All notices, requests and demands to or upon Assignor or Assignee under this Assignment shall be given in the manner prescribed in the Financing Agreement.

10. Governing Law. This Assignment shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of New Jersey and the United States of America as applicable.

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment on this 5th day of December, 2023.

WITNESS/ATTEST:

ENGINE VISION FUND I, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
1C0C232279D44E7...  
Name: Benjamin Meiselas  
Title: Co-founder

SLR DIGITAL FINANCE LLC

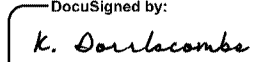
DocuSigned by:  
  
By: \_\_\_\_\_  
507E965BC9E9435...  
Name: Kaitlyn Dorrlacombe  
Title: SVP, Underwriting

Exhibit A  
Trademarks

## Trademark Inventory - Engine Vision Fund I, LLC - Nov. 20, 2023

### United States Trademark Registrations

TRADEMARK	REG. NO.	OUR REF	GOODS/SERVICES	DEADLINE
ASK CHRIS	7008848	8054-112	Print & on-line magazine sections (Q&A)	Renew: 3-28-29
BEST OF LA	5589230	8054-102	Shows and events for business; cultural/arts events featuring products	Renew: 10-23-24
BEST OF LA	1835407	8054-103	Print magazine	Renew: 5-10-24
BEST OF LA	4694736	8054-104	Downloadable magazines	Renew: 3-3-25
BUZZ	2864807	8054-105	Magazine section (LA)	Renew: 7-22-24
DESIGNOC	5480395	8054-120	Print & on-line magazines	Renew: 5-29-24
LA MAGAZINE	2257898	8054-106	Print magazines	Renew: 6-29-29
LOS ANGELES	2009987	8054-107	Print magazines	Renew: 10-22-26
<i>Los Angeles</i>	3282211	8054-108	Print magazines	Renew: 8-23-27
LOS ANGELES WEDDINGS	3099113	8054-109	Print magazines (weddings/honeymoons)	Renew: 6-1-26
ORANGE COAST	5544337	8054-121	Print & on-line magazines	Renew: 8-21-24
<i>pasadena</i>	5534752	8054-122	Print & on-line magazines; website	Renew: 8-7-24
PREMIERE <b>OC</b>	5614711	8054-123	Print & on-line magazines	Renew: 11-27-24
SoCal Design	6998178	8054-117	Print & on-line magazine (architecture, landscape, interior design and furnishings)	Renew: 3-7-29 (Supplemental Register)
SECRET L.A.	4789096	8054-110	Downloadable pubs. [Int. Cl. 9]	Renew: 8-11-25
SECRET L.A.	4887062	8054-110	Magazine column (Supplemental Register)	Renew: 1-12-26

California State Trademark Registrations

TRADEMARK	REG. NO	OUR REF	GOODS/SERVICES	DEADLINE
ASK CHRIS	114394	8054-118	Magazine column	Renew: 1-25-26
ASK CHRIS	67057	8054-119	Q & A Website	Renew: 1-23-26

United States Trademark Applications - Currently Pending

TRADEMARK	SERIAL #	OUR REF	GOODS/SERVICES	DEADLINE/STATUS
Let's Go LA	97302560	8054-113	Print & downloadable magazines	Statement of Use: 4-17-24
Orange Coast Whiskey Festival	97299083	8054-114	WHISKEY festivals/exhibitions	None - OA Response Filed
Los Angeles Whiskey Festival	97299059	8054-115	WHISKEY festivals/exhibitions	None - OA Response Filed
Pasadena Whiskey Festival	97299088	8054-116	WHISKEY festivals/exhibitions	None - OA Response Filed

*Note: "OA" refers to an "Office Action" which means that the Examiner has objected to some aspect of the application (or renewal) and that we must file a response to that objection by the date listed.*