

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
adap.tv, Inc.		09/26/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3998485	ADAP.TV	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(212) 455-7149		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Paul R. Rodriguez, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1771		
NAME OF SUBMITTER:	Paul. R. Rodriguez		
Signature:	/pr/		

CH \$40.00 3998485

Date:

10/10/2013

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 26, 2013, is made by adap.tv, Inc., a Delaware corporation (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions or entities (the "Lenders"), parties to the Credit Agreement, dated as of July 1, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AOL Inc., a Delaware Corporation (the "Borrower"), the Lenders from time to time parties thereto, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its subsidiaries have executed and delivered a Guarantee and Collateral Agreement, dated as of July 1, 2013, in favor of the Agent (as supplemented by that certain Assumption Agreement, dated as of September 26, 2013, together with all amendments, modifications and supplements from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor assigned, transferred and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain Intellectual Property, including the trademarks and trademark applications set forth on Schedule A hereto (the "Trademarks");

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and as consideration for Loans previously made and in order to induce the Lenders to make further Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby grants a security interest in all of the Obligor's right, title and interest in, to and under the Trademarks to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ADAP.TV, INC.

By: Matthew Kelpy
Name: Matthew Kelpy
Title: Vice President, Controller & Treasurer
Date: September 26, 2013

[Signature Page to Grant of Security Interest in Trademark Rights]

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TRADEMARK
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JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: _____
Title: Tina Ruyter
Date: Executive Director
9/26/13

[Signature Page to Grant of Security Interest in Trademark Rights]

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SCHEDULE A

U.S. Trademark Registrations and Applications

TRADEMARKS

U.S. Pending Trademarks

N/A

U.S. Registered Trademarks

Trademark	Status	App Date	App #	Reg Date	Reg #	Owner
ADAP.TV	Registered	4/7/2008	77442137	7/19/2011	3998485	adap.tv, Inc.