



04/28/2017

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Form PTO-1594 (Rev. 12-1-05) OMB Collection 0651-0027

DEPARTMENT OF COMMERCE Patent and Trademark Office



RECORDS TRADEMARK OFFICE 103677200

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CAPITOL FILE MEDIA, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 17, 2017

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: THE BRAND BANKING COMPANY

Street Address: 3328 Peachtree Road, Suite 400

City: Atlanta

State: GA

Country: USA Zip: 30326

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other State Bank Georgia Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text

B. Trademark Registration No.(s)

3199262

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bradley E. Wahl

Internal Address: 201 17th Street, NW Suite 1700

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta

State: Georgia Zip: 30363

Phone Number: 404-322-6250

Docket Number: \_\_\_\_\_

Email Address: bradley.wahl@nelsonmullins.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/27/2017 KNCUYEN1 00000009 3199262

01 FC:0021

40.00 IP

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

April 17, 2017

Signature

Date

Bradley E. Wahl

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 006053 FRAME: 0969

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 17, 2017, is made by NICHE MEDIA HOLDINGS, LLC, a Nevada limited liability company ("Niche") and its direct and indirect wholly-owned subsidiaries ASPEN PEAK MAGAZINE, LLC, AUSTIN WAY, LLC, BOSTON COMMON MEDIA, LLC, CAPITOL FILE MEDIA, LLC, GOTHAM MEDIA, LLC, HAMPTONS MEDIA, LLC, LOS ANGELES CONFIDENTIAL MEDIA, LLC, MICHIGAN AVENUE MEDIA, LLC, PHILADELPHIA STYLE, LLC, OCEAN DRIVE MEDIA GROUP, LLC, and VEGAS MAGAZINE PARTNERS, LLC, each of which is a Nevada limited liability company (collectively, the "Niche Subsidiaries" and with Niche and the Niche Subsidiaries individually and collectively referred to as "Debtor"), in favor of and THE BRAND BANKING COMPANY ("Bank").

### WITNESSETH:

WHEREAS, Debtor and DM LUXURY, LLC (collectively, "Borrowers"), DM LUXURY HOLDINGS, LLC ("Holdings") and Bank have entered into an Amended and Restated Loan and Security Agreement, dated as of even date herewith (as the same may be amended, modified, supplemented or restated from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Debtor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to induce Bank to make its extensions of credit to Borrowers thereunder, Debtor hereby agrees with Bank as follows:

#### Section 1. Defined Terms.

(a) Capitalized terms used herein without definition are used as defined in the Loan Agreement.

(b) Capitalized terms that are not otherwise defined herein shall have the meanings set forth herein:

*"Trademarks"* shall mean (a) all trademarks, trade names, fictitious business names, service marks, logos, trade dress and other source or business identifiers (whether registered or unregistered), and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1, (b) the right to obtain all renewals thereof, and (c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing.

"*Trademark License*" shall mean any agreement, whether written or oral, providing for the grant by or to Debtor of any right to use any Trademark, including any of the foregoing referred to in Schedule 1.

Section 2. Grant of Security Interest in Trademark Collateral. Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Borrowers, hereby mortgages and pledges to Bank, and grants to Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Trademark Collateral*"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to Debtor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Debt at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement and Debtor hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Debtor Remains Liable. Debtor hereby agrees that, anything herein to the contrary notwithstanding, Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF GEORGIA WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NICHE MEDIA HOLDINGS, LLC


By: DM Luxury, LLC, its sole member

By:   
Lewis W. Dickey, Jr., as Manager

ASPEN PEAK MAGAZINE, LLC

By: Niche Media Holdings, LLC, its sole member

By: DM Luxury, LLC, its sole member

By:   
Lewis W. Dickey, Jr., as Manager

AUSTIN WAY, LLC

By: Niche Media Holdings, LLC, its sole manager

By: DM Luxury, LLC, its sole member

By:   
Lewis W. Dickey, Jr., as Manager

BOSTON COMMON MEDIA, LLC

By: Niche Media Holdings, LLC, its sole member

By: DM Luxury, LLC, its sole member

By:   
Lewis W. Dickey, Jr., as Manager

CAPITOL FILE MEDIA, LLC

By: Niche Media Holdings, LLC, its sole member

By: DM Luxury, LLC, its sole member

By:   
Lewis W. Dickey, Jr., as Manager

GOTHAM MEDIA, LLC

By: Niche Media Holdings, LLC, its sole member

By: DM Luxury, LLC, its sole member

By:   
Lewis W. Dickey, Jr., as Manager

HAMPTONS MEDIA, LLC

By: Niche Media Holdings, LLC, its sole member

By: DM Luxury, LLC, its sole member

By:   
Lewis W. Dickey, Jr., as Manager

LOS ANGELES CONFIDENTIAL MEDIA, LLC

By: Niche Media Holdings, LLC, its sole member

By: DM Luxury, LLC, its sole member

By:   
Lewis W. Dickey, Jr., as Manager

MICHIGAN AVENUE MEDIA, LLC

By: Niche Media Holdings, LLC, its sole member

By: DM Luxury, LLC, its sole member

By:   
Lewis W. Dickey, Jr., as Manager

PHILADELPHIA STYLE, LLC

By: Niche Media Holdings, LLC, its sole member

By: DM Luxury, LLC, its sole member

By:   
Lewis W. Dickey, Jr., as Manager

OCEAN DRIVE MEDIA GROUP, LLC

By: Niche Media Holdings, LLC, its sole member

By: DM Luxury, LLC, its sole member

By:   
Lewis W. Dickey, Jr., as Manager

VEGAS MAGAZINE PARTNERS, LLC

By: Niche Media Holdings, LLC, its sole manager

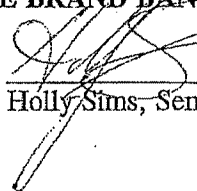
By: DM Luxury, LLC, its sole member

By:   
Lewis W. Dickey, Jr., as Manager

ACCEPTED AND AGREED:

**THE BRAND BANKING COMPANY**

By: \_\_\_\_\_

  
Holly Sims, Senior Vice President



**Trademark Security Agreement**

**Schedule 1**

Trademark	Jurisdiction	Owner Name	App. No.	Filing Date	Reg. No.	Reg. Date
ASHORE THING	Illinois	Michigan Avenue Media, LLC	107947	6/12/15	107947	6/12/15
ASHORE THING	USA	Michigan Avenue Media, LLC	86/655283	6/8/15	4888987	1/19/16
AUSTIN WAY	USA	Niche Media Holdings, LLC	86/157545	1/4/14	4721225	4/14/15
AUSTIN WAY	USA	Niche Media Holdings, LLC	86/157546	1/4/14	4721226	4/14/15
BEST OF STYLE	USA	Philadelphia Style, LLC	78/679915	7/27/05	3317225	10/23/07
BOSTON COMMON	USA	Boston Common Media, LLC	78/618934	4/28/05	3195122	1/2/07
CAPITOL FILE	USA	Capitol File Media, LLC	76/626887	1/4/05	3199262	1/16/07
CHICAGO CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425476	3/18/08		
CHICAGO CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425482	3/18/08		
DALLAS CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425455	3/18/08		
DALLAS CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425469	3/18/08		
DC CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425412	3/18/08		
DC CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425415	3/18/08		
GOTHAM	USA	Gotham Media, LLC	77/699252	3/25/09	3798301	6/8/10
GOTHAM	USA	Gotham Media, LLC	78/975609	6/26/02	2937041	3/29/05
GOTHAM MAGAZINE	USA	Gotham Media, LLC	75/981294	6/6/00	2600084	7/30/02
HAMPTONS MAGAZINE	USA	Hamptons Media, LLC	78/013038	6/16/00	2786201	10/25/03
HAWAII CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425522	3/18/08		
HAWAII CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425526	3/18/08		
HOUSTON CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425501	3/18/08		
HOUSTON CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425505	3/18/08		
LAS VEGAS CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425542	3/18/08		
LAS VEGAS CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425543	3/18/08		
LOS ANGELES CONFIDENTIAL	USA	Los Angeles Confidential Media, LLC	76/207798	2/6/01	3557907	1/6/09
LOS ANGELES CONFIDENTIAL	USA	Los Angeles Confidential Media, LLC	76/978912	2/6/01	3880134	10/23/10
MICHIGAN AVENUE	USA	Michigan Avenue Media, LLC	77/457596	4/24/08	3607870	4/14/09
MICHIGAN AVENUE	USA	Michigan Avenue Media, LLC	77/457599	4/24/08	3607871	4/14/09
NICHE MEDIA	USA	Niche Media Holdings, LLC	78/683686	8/2/05	3924186	2/22/11
OCEAN DRIVE	Brazil	Ocean Drive Media Group, LLC	822712415	10/16/00	822712415	10/3/06
OCEAN DRIVE	USA	Ocean Drive Media Group, LLC	74/386117	4/30/93	1824382	3/1/94
OCEAN DRIVE ESPANOL	USA	Ocean Drive Media Group, LLC	86/098032	10/22/13		
OCEAN DRIVE PUERTO RICO	Puerto Rico	Ocean Drive Media Group, LLC	72796	9/3/10	72796	9/3/10
OCEAN DRIVE	Panama	Ocean Drive Media Group, LLC	161084-01	5/2/07	161074-01	5/2/07

Trademark	Jurisdiction	Owner Name	App. No.	Filing Date	Reg. No.	Reg. Date
PALM SPRINGS CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425612	3/18/08		
PALM SPRINGS CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425613	3/18/08		
PHILADELPHIA CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425577	3/18/08		
PHILADELPHIA CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425575	3/18/08		
PHILADELPHIA STYLE	USA	Philadelphia Style, LLC	77/779612	7/13/09	3754272	3/2/10
SAN FRANCISCO CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425438	3/18/08		
SAN FRANCISCO CONFIDENTIAL	USA	Niche Media Holdings, LLC	77/425441	3/18/08		
SHOTONSITE	USA	Niche Media Holdings, LLC	75/909331	2/3/00	2415914	12/26/00
UPLATE	USA	Niche Media Holdings, LLC	75/181997	10/16/96	2174332	7/21/98
VOLLEYPALOOZA	USA	Niche Media Holdings, LLC	75/071995	3/13/96	2071432	6/17/97