

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STUDIO 71, LP	FORMERLY COLLECTIVE DIGITAL STUDIO, LP	11/17/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	9378 WILSHIRE BLVD., SUITE 100		
City:	BEVERLY HILLS		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87138724	WAR AND PIECES	
Serial Number:	87395956	THE LIPSTICK LOBBY	
Serial Number:	87126281	FUNPACKAGE.COM	
Serial Number:	87126270	FUN PACKAGE	
Serial Number:	86699991	CDS	
Serial Number:	86538496	NATURAL BORN PRANKSTERS	
Registration Number:	4813767	BIRDS + ACES	
Registration Number:	4400697	BLACK BOX TV	
Registration Number:	4400696	BLACK BOX	
Registration Number:	4234761	COLLECTIVE DIGITAL STUDIO	
Registration Number:	4760580	NODE STUDIOS	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		

CH \$290.00 87138724

Address Line 2: 4401 EASTGATE MALL
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 300614-172 Studio 71

NAME OF SUBMITTER: JENNIFER FITZPATRICK

SIGNATURE: /JENNIFER FITZPATRICK/

DATE SIGNED: 11/20/2017

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of November 17, 2017 by and between EAST WEST BANK (“**Bank**”) and STUDIO 71, LP, a Delaware limited partnership, formerly known as Collective Digital Studio, LP (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and any other Loan Document now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and any other Loan Document now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or, in the case of Patents and Copyrights, filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

8383 Wilshire Blvd., Suite 1050
Beverly Hills, CA 90211

Attn: Chief Executive Officer

STUDIO 71 LP

By: Collective Digital Studio GP, LLC,
its General Partner

By: _____
Name: Reza Izad
Title: Managing Director

BANK:

Address of Bank:

9378 Wilshire Blvd., Suite 100
Beverly Hills, CA 90212

Attn: Everardo Gomez

EAST WEST BANK

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

STUDIO 71, LP
By: Collective Digital Studio GP, LLC,
Its General Partner

8383 Wilshire Blvd., Suite 1050
Beverly Hills, CA 90211

By: _____
Name: _____
Title: _____

Attn: Chief Executive Officer

BANK:

Address of Bank:

EAST WEST BANK

9378 Wilshire Blvd., Suite 100
Beverly Hills, CA 90212

By: Everardo Gomez
Name: Everardo Gomez
Title: FVP

Attn: Everardo Gomez

[Signature Page to Intellectual Property Security Agreement].

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
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EXHIBIT C

Trademarks

DESCRIPTION	Registration/ Serial Number	Registration/ Application Date
WAR AND PIECES	87/138,724	08/15/16
THE LIPSTICK LOBBY	87/395,956	04/03/17
Funpackage.com	87/126,281	08/03/16
FUN PACKAGE	87/126,270	08/03/16
CDS	86/699,991	07/21/15
NATURAL BORN PRANKSTERS	86/538,496	02/18/15
BIRDS + ACES	86/207,852	02/28/14
	4,813,767	09/15/15
BLACK BOX TV	85/436,080	09/30/11
	4,400,697	09/10/13
BLACK BOX	85/436,071	09/30/11
	4,400,696	09/10/13
COLLECTIVE DIGITAL STUDIO	85/308,596	04/29/11
	4,234,761	10/30/12
NODE STUDIOS	85/637,954	05/30/12
	4,760,580	06/23/15