

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM468015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED MEMBER INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velos Media Management, LLC		03/28/2018	Limited Liability Company:
Velos Media, LLC		03/28/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 West Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87177905	VELOS MEDIA	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8941		
Email:	juan.arias@weil.com		
Correspondent Name:	Wansi Leung		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Wansi Leung -68671.0011		
NAME OF SUBMITTER:	Wansi Leung		
SIGNATURE:	/Wansi Leung/		
DATE SIGNED:	03/30/2018		
Total Attachments: 10			

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**SECOND AMENDED AND RESTATED
MEMBER INTELLECTUAL PROPERTY SECURITY AGREEMENT,
AMONG
VELOS MEDIA MANAGEMENT, LLC,
as a Grantor,
VELOS MEDIA, LLC,
as a Grantor,
AND
CORTLAND CAPITAL MARKET SERVICES LLC,
as the Collateral Agent**

March 28, 2018

SECOND AMENDED AND RESTATED

MEMBER INTELLECTUAL PROPERTY SECURITY AGREEMENT

SECOND AMENDED AND RESTATED MEMBER INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 28, 2018 (this "Agreement"), made by and among: **VELOS MEDIA, LLC** (f/k/a Video Media Technologies, LLC), a limited liability company of Delaware, having a principal place of business in Texas, United States, as a grantor ("Newco"); and **VELOS MEDIA MANAGEMENT, LLC** (f/k/a Video Media Technologies Management, LLC), a limited liability company of Delaware, having a principal place of business in Texas, United States, as a grantor ("Operator" and, together with Newco, each a "Grantor" and together, the "Grantors"), in favor of **CORTLAND CAPITAL MARKET SERVICES LLC**, a limited liability company of Delaware, having a principal place of business in Illinois, United States, as the Collateral Agent under the Member Security Agreement (as defined below) (the "Collateral Agent"). The Secured Parties (as defined below) and the Grantors are also parties to the Member Security Agreement referred to below.

RECITALS

WHEREAS, pursuant to that certain Second Amended and Restated Member Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or modified from time to time, the "Member Security Agreement"; capitalized terms used but not otherwise defined herein having the respective meanings set forth therein), by and among: the Grantors; the Members party thereto from time to time; and the Collateral Agent, each Grantor has granted to the Collateral Agent a continuing security interest in all of such Grantor's right, title and interest in and to the Collateral (including all Intellectual Property).

WHEREAS, the Grantors and the Collateral Agent entered into that certain Amended and Restated Member Intellectual Property Security Agreement, dated as of March 30, 2017 (the "Original Member Intellectual Property Security Agreement"); and

WHEREAS, the Grantors and the Collateral Agent desire to enter into this Agreement in order for it to read in its entirety as set forth in this Agreement and to be effective for all purposes as of the date hereof.

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

1. Grant of Security Interest. As security for the prompt and complete payment and performance when due of the Obligations of each Grantor to the Secured Parties, whether existing on the date hereof or hereinafter incurred or created, each Grantor hereby grants to the Collateral Agent a continuing security interest in all of such Grantor's right, title and interest in, to, and under, all Intellectual Property (including the Intellectual Property listed on Exhibits A, B and C, respectively, attached hereto as updated from time to time by written notice from Grantors to the Collateral Agent), whether now owned or hereafter acquired, and together with all substitutions and replacements thereof and any products and Proceeds (as defined in the Uniform Commercial Code) thereof. Notwithstanding the foregoing, the security interest created by this Agreement shall not extend to any Excluded Assets. Notwithstanding anything to the contrary

contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" set forth in the Member Security Agreement, the security interest created by this Agreement shall extend to, and the applicable Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

2. Member Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent, for the ratable benefit of the Secured Parties, pursuant to the Member Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Member Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement conflicts with or is deemed to conflict with the Member Security Agreement, the provisions of the Member Security Agreement shall control unless the Founding Members shall otherwise determine.

3. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks, and the United States Copyright Office and any other applicable government officer record this Agreement.

4. Governing Law. This Agreement and any controversy arising out of or related thereto shall be governed by, and construed in accordance with, the laws of the State of Delaware.

5. Counterparts and Exchanges by Electronic Transmission or Facsimile. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

6. Amendment. No provision of this Agreement, including any Exhibits hereto, may be amended or supplemented except by a written instrument making specific reference hereto or thereto signed by the Collateral Agent (with the written consent of the Founding Members) and each Grantor (it being understood that any such amendment or supplement in accordance with this Section 6 shall be binding on each Member).

7. Amendment and Restatement. Commencing on and after the date hereof, the Original Member Intellectual Property Security Agreement is amended and superseded in its entirety and restated by this Agreement upon the execution hereof by the parties.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have caused this Member Intellectual Property Security Agreement to be effective as of the date first written above.

Operator:

Velos Media Management, LLC

By: 

Name: James Ribman

Title: President

Newco:

Velos Media, LLC

By: 

Name: James Ribman

Title: President

Collateral Agent:

Cortland Capital Market Services LLC

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED MEMBER INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned parties have caused this Member Intellectual Property Security Agreement to be effective as of the date first written above.

Operator:

Velos Media Management, LLC

By: _____
Name: James Ribman
Title: President

Newco:

Velos Media, LLC

By: _____
Name: James Ribman
Title: President

Collateral Agent:

Cortland Capital Market Services LLC

By: _____
Name: **Polina Arsentyeva**
Title: **Associate Counsel**

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED MEMBER INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

COPYRIGHTS

Description	Registration/Application Number	Registration/Application Date
None		

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration OR Serial Number</u>	<u>Registration OR Filing Date</u>
See attached.		

Invention Ref	Country	Status	Filed Date	Application Number	Grant Date	Patent No.	Billing Entity
VEQU00100	United States of America	Granted	2013-09-26	14/038536	2017-05-30	9667994	Velos LLC
VEQU00100	United States of America	Granted	2013-09-26	14/038524	2016-05-03	9332257	Velos LLC
VEQU00103	United States of America	Granted	2008-06-04	12/133227	2013-04-23	8428133	Velos LLC
VEQU00103	United States of America	Granted	2012-09-14	13/617268	2013-08-27	8520732	Velos LLC
VEQU00103	United States of America	Granted	2008-06-04	12/133277	2013-07-16	8488668	Velos LLC
VEQU00103	United States of America	Granted	2008-06-04	12/133232	2013-10-29	8571104	Velos LLC
VEQU00104	United States of America	Allowed	2017-09-06	15/696263			Velos LLC
VEQU00104	United States of America	Granted	2009-09-18	12/562412	2014-01-21	8634456	Velos LLC
VEQU00104	United States of America	Granted	2009-09-18	12/562438	2013-12-31	8619856	Velos LLC
VEQU00104	United States of America	Granted	2009-09-18	12/562504	2013-08-06	8503527	Velos LLC
VEQU00104	United States of America	Granted	2013-07-22	13/948056	2015-02-03	8948258	Velos LLC
VEQU00104	United States of America	Granted	2015-01-28	14/607443	2017-10-10	9788015	Velos LLC
VEQU00106	United States of America	Granted	2011-07-08	13/179321	2015-06-02	9049444	Velos LLC
VEQU00107	United States of America	Granted	2014-07-31	14/448936	2015-06-09	9055290	Velos LLC
VEQU00107	United States of America	Pending	2011-12-20	13/332054			Velos LLC
VEQU00107	United States of America	Granted	2011-11-22	13/302996	2015-03-10	8976861	Velos LLC
VEQU00107	United States of America	Granted	2011-11-22	13/303015	2015-05-26	9042440	Velos LLC
VEQU00110	United States of America	Pending	2012-03-06	13/413472			Velos LLC
VEQU00110	United States of America	Granted	2014-05-05	14/270162	2015-11-24	9197890	Velos LLC
VEQU00110	United States of America	Granted	2012-08-02	13/565621	2015-08-11	9106913	Velos LLC
VEQU00110	United States of America	Granted	2012-03-06	13/413514	2016-05-10	9338449	Velos LLC
VEQU00110	United States of America	Pending	2012-03-06	13/413526			Velos LLC
VEQU00113	United States of America	Allowed	2012-09-20	13/623768			Velos LLC
VEQU00113	United States of America	Granted	2012-09-19	13/622929	2016-01-12	9237356	Velos LLC
VEQU00113	United States of America	Granted	2012-09-19	13/622931	2016-05-10	9338474	Velos LLC
VEQU00113	United States of America	Granted	2012-09-19	13/622928	2016-08-16	9420307	Velos LLC
VEQU00113	United States of America	Granted	2012-08-19	13/622961	2015-08-11	9106927	Velos LLC
VEQU00113	United States of America	Pending	2012-09-19	13/622972			Velos LLC
VEQU00113	United States of America	Granted	2012-09-19	13/622944	2015-09-08	9131245	Velos LLC
VEQU00114	United States of America	Granted	2012-10-04	13/645330	2016-03-15	9288508	Velos LLC
VEQU00114	United States of America	Granted	2014-08-19	14/463366	2016-03-01	9277241	Velos LLC
VEQU00114	United States of America	Granted	2012-10-04	13/645296	2016-01-12	9237358	Velos LLC
VEQU00114	United States of America	Granted	2014-08-19	14/463297	2015-10-27	9172976	Velos LLC
VEQU00114	United States of America	Granted	2012-10-04	13/645308	2016-09-20	9451287	Velos LLC
VEQU00115	United States of America	Granted	2012-11-05	13/669096	2016-05-31	9357185	Velos LLC
VEQU00115	United States of America	Granted	2012-11-05	13/669032	2015-10-06	9154792	Velos LLC
VESH00101	United States of America	Granted	2009-12-28	12/687004	2014-02-04	8644382	Velos LLC
VESH00101	United States of America	Granted	2013-12-17	14/109444	2015-10-13	9161037	Velos LLC
VESH00101	United States of America	Granted	2015-09-08	14/848010	2017-05-30	9667976	Velos LLC
VESH00101	United States of America	Pending	2017-05-01	15/583774			Velos LLC
VESH00102	United States of America	Granted	2010-10-01	12/886778	2016-04-12	9313514	Velos LLC
VESH00102	United States of America	Pending	2016-01-15	14/996547			Velos LLC
VESH00103	United States of America	Granted	2011-06-30	13/174564	2015-06-16	9060173	Velos LLC
VESH00103	United States of America	Granted	2011-11-10	13/294100	2016-05-10	9338465	Velos LLC
VESH00103	United States of America	Granted	2015-02-25	14/630860	2016-05-10	9338472	Velos LLC
VESH00103	United States of America	Granted	2016-03-30	15/084866	2016-11-08	9491471	Velos LLC
VESH00103	United States of America	Pending	2016-10-05	15/285619			Velos LLC
VESH00104	United States of America	Granted	2012-04-13	13/447126	2016-05-24	9351016	Velos LLC
VESH00104	United States of America	Granted	2016-04-21	15/134968	2016-11-15	9497469	Velos LLC
VESH00104	United States of America	Pending	2016-10-07	15/288777			Velos LLC
VESH00104	United States of America	Pending	2016-01-25	15/879766			Velos LLC
VESH00105	United States of America	Granted	2011-07-11	13/180419	2014-07-01	8767824	Velos LLC
VESH00105	United States of America	Granted	2012-01-20	13/355139	2016-07-19	9398307	Velos LLC
VESH00105	United States of America	Granted	2014-05-16	14/279741	2016-03-29	9300962	Velos LLC
VESH00105	United States of America	Granted	2014-05-16	14/279745	2016-12-20	9525877	Velos LLC
VESH00105	United States of America	Granted	2014-05-16	14/279726	2015-11-10	9185411	Velos LLC
VESH00105	United States of America	Pending	2016-10-26	15/334461			Velos LLC
VESH00106	United States of America	Granted	2011-07-29	13/194677	2016-04-26	9325999	Velos LLC
VESH00106	United States of America	Granted	2016-03-14	15/068784	2017-05-30	9667971	Velos LLC
VESH00107	United States of America	Granted	2014-11-19	14/402114	2017-01-03	9538205	Velos LLC
VESH00107	United States of America	Granted	2016-11-02	15/341019	2017-07-04	9699479	Velos LLC
VESH00107	United States of America	Granted	2017-03-24	15/468142	2017-10-17	9794572	Velos LLC
VESH00107	United States of America	Pending	2017-06-28	15/635238			Velos LLC
VESU00100	United States of America	Granted	2013-09-23	14/033568	2015-04-21	9014494	Velos LLC
VESU00100	United States of America	Granted	2015-01-23	14/603961	2016-05-31	9357234	Velos LLC
VESU00100	United States of America	Granted	2016-04-28	15/140754	2016-11-22	9503755	Velos LLC
VESU00100	United States of America	Granted	2016-10-17	15/295033	2018-01-16	9872043	Velos LLC
VESU00100	United States of America	Pending	2017-11-28	15/824133			Velos LLC
VESU00102	United States of America	Granted	2011-11-22	13/814564	2016-03-29	9300961	Velos LLC
VESU00102	United States of America	Granted	2015-12-03	14/957886	2018-01-23	9877038	Velos LLC
VESU00102	United States of America	Pending	2017-12-22	15/851870			Velos LLC
VESU00106	United States of America	Granted	2012-05-22	13/477608	2015-02-24	8964847	Velos LLC
VESU00106	United States of America	Granted	2015-01-06	14/590497	2016-09-27	9456217	Velos LLC
VESU00106	United States of America	Granted	2016-04-28	15/140962	2017-11-21	9826249	Velos LLC
VESU00106	United States of America	Pending	2017-10-30	15/797798			Velos LLC
VESU00118	United States of America	Granted	2013-05-21	13/898783	2015-01-06	8929437	Velos LLC
VESU00118	United States of America	Pending	2014-10-08	14/509199			Velos LLC
VESU00120	United States of America	Granted	2013-06-19	13/921257	2016-02-16	9264712	Velos LLC
VESU00120	United States of America	Granted	2015-10-30	14/927961	2017-03-14	9596487	Velos LLC
VESU00120	United States of America	Allowed	2016-12-09	15/373818			Velos LLC
VESU00120	United States of America	Pending	2018-02-07	15/890955			Velos LLC
VESU00125	United States of America	Granted	2013-09-20	14/032414	2015-08-04	9100634	Velos LLC
VESU00125	United States of America	Granted	2015-05-08	14/707439	2016-03-08	9282334	Velos LLC
VESU00125	United States of America	Granted	2016-01-28	15/009172	2016-08-16	9420297	Velos LLC
VESU00125	United States of America	Granted	2016-07-15	15/211475	2017-06-27	9693067	Velos LLC
VESU00125	United States of America	Allowed	2017-05-10	15/591381			Velos LLC
VESY00103	United States of America	Granted	2012-01-24	13/386849	2014-08-12	8805085	Velos LLC
VESY00103	United States of America	Granted	2013-07-15	13/942335	2014-07-08	8774537	Velos LLC
VESY00103	United States of America	Granted	2014-06-02	14/293787	2016-07-12	9392269	Velos LLC
VESY00103	United States of America	Allowed	2016-06-23	15/190930			Velos LLC
VESY00103	United States of America	Pending	2016-01-18	15/874380			Velos LLC
VESY00105	United States of America	Granted	2011-10-14	13/881927	2014-11-18	8891887	Velos LLC
VESY00105	United States of America	Pending	2017-07-21	15/656048			Velos LLC
VESY00105	United States of America	Pending	2011-10-14	15/806691			Velos LLC

Invention Ref	Country	Status	Filed Date	Application Number	Grant Date	Patent No.	Billing Entity
VESY00105	United States of America	Granted	2013-08-21	13/972392	2014-07-01	8768077	Velos LLC
VESY00105	United States of America	Granted	2013-11-12	14/077932	2014-12-02	8903187	Velos LLC
VESY00105	United States of America	Granted	2013-11-18	14/082988	2014-07-22	8787687	Velos LLC
VESY00105	United States of America	Granted	2014-09-02	14/474918	2015-11-10	9185367	Velos LLC
VESY00105	United States of America	Granted	2014-09-02	14/475006	2015-11-10	9185368	Velos LLC
VESY00105	United States of America	Granted	2015-09-29	14/868916	2017-08-22	9743086	Velos LLC
VESY00105	United States of America	Granted	2015-09-29	14/868930	2017-05-30	9667970	Velos LLC
VESY00105	United States of America	Granted	2016-12-05	15/369429	2017-12-12	9843805	Velos LLC
VESY00109	United States of America	Granted	2013-05-30	13/990489	2017-07-11	9706205	Velos LLC
VESY00109	United States of America	Granted	2013-08-09	13/963275	2014-11-25	8897361	Velos LLC
VESY00109	United States of America	Allowed	2014-10-27	14/524590			Velos LLC
VESY00109	United States of America	Allowed	2014-11-10	14/536851			Velos LLC
VESY00109	United States of America	Pending	2017-07-06	15/642531			Velos LLC
VESY00110	United States of America	Granted	2008-07-25	11/996720	2013-03-12	8396307	Velos LLC
VESY00110	United States of America	Granted	2013-02-04	13/758602	2014-01-07	8625914	Velos LLC
VESY00110	United States of America	Granted	2013-11-15	14/081223	2014-12-30	8923637	Velos LLC
VESY00110	United States of America	Granted	2014-11-26	14/554343	2016-07-26	9402077	Velos LLC
VESY00110	United States of America	Pending	2016-06-24	15/192027			Velos LLC
VESY00111	United States of America	Granted	2013-07-01	13/932709	2014-08-19	8811480	Velos LLC
VESY00111	United States of America	Pending	2014-11-20	14/402454			Velos LLC
VESY00111	United States of America	Pending	2014-11-20	14/402544			Velos LLC
VESY00113	United States of America	Granted	2012-03-23	13/498096	2014-06-03	8744182	Velos LLC
VESY00113	United States of America	Granted	2014-03-04	14/195990	2016-11-22	9503748	Velos LLC
VESY00113	United States of America	Granted	2015-01-22	14/602634	2016-11-29	9510014	Velos LLC
VESY00113	United States of America	Granted	2015-01-22	14/602497	2017-01-10	9544614	Velos LLC
VESY00113	United States of America	Granted	2015-01-22	14/602830	2016-11-29	9510015	Velos LLC
VESY00113	United States of America	Allowed	2016-10-28	15/337602			Velos LLC

CONFIDENTIAL

EXHIBIT C
TRADEMARKS

Description	Application Number	Application Date
"Velos Media"	87177905	September 21, 2016