

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IV Media, LLC		11/22/2023	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 85			
Property Type	Number	Word Mark	
Registration Number:	6634229	BULLDOG	
Registration Number:	6301729	BULLDOG	
Registration Number:	6142963	BULLDOG SHOPPING NETWORK	
Serial Number:	90065564	BULLDOG SHOPPING NETWORK	
Registration Number:	5100945	H	
Serial Number:	97317402	IMEDIA BRANDS ENTERTAINMENT MEDIA COMMER	
Serial Number:	97372248	INDIGO THREAD CO.	
Registration Number:	4605939	J.W. HULME	
Serial Number:	88456747	LAVENTA	
Serial Number:	88456697	LAVENTA	
Serial Number:	88456753	SHOP LAVENTA	
Serial Number:	88456711	SHOP LAVENTA	
Serial Number:	90503736	SHOPBULLDOGTV	
Serial Number:	90503749	SHOPHQHEALTH	
Registration Number:	4864162	ARTIQUE SILVER CREATIONS	
Registration Number:	4952614	BEFORE & AFTER BEAUTY	
Registration Number:	3584511	BEVERLY HILLS ELEGANCE	
Registration Number:	4723884	BRILLIANTE	
Registration Number:	4890735	CITYSCAPE	

CH \$2140.00 6634229

Property Type	Number	Word Mark
Registration Number:	4601937	COOK'S COMPANION
Registration Number:	4593396	COOK'S TRADITION
Registration Number:	4132924	COZELLE
Registration Number:	5028709	DEVINE TREATS
Registration Number:	4261551	DIAMOND TREASURES
Registration Number:	4327877	DIAMOND TREASURES
Registration Number:	4969486	EVINE
Registration Number:	5526273	EVINE AFTER DARK
Registration Number:	5299818	EVINE BEAUTY EXPERIENCE
Registration Number:	4882874	EVINE LIVE
Registration Number:	4875694	EVINE LIVE
Registration Number:	4875695	EVINE LIVE
Registration Number:	5381125	EVINE TOO
Registration Number:	4919717	FAR EAST MARKET
Registration Number:	4744921	FIERRA
Registration Number:	4373587	FLASH PRICE
Registration Number:	3506379	GALERIE DE BIJOUX
Registration Number:	4692530	GEM INSIDER
Registration Number:	3588909	GEM TREASURES
Registration Number:	4334173	GEM TREASURES
Registration Number:	5846087	GEMS OF DISTINCTION
Registration Number:	5484646	GEMS OF DISTINCTION
Registration Number:	4457864	GLITTERSCAPE
Registration Number:	5577132	GOLD OF DISTINCTION
Registration Number:	5719541	GRAMERCY 22
Registration Number:	4353017	GRAND SUITES
Registration Number:	5591362	HALFWAY TO CHRISTMAS
Registration Number:	5533221	HALFWAY TO XMAS
Registration Number:	4844346	HOT FLASHES
Registration Number:	4682240	INNOVA
Registration Number:	4659910	KATE & MALLORY
Registration Number:	4476291	KATE & MALLORY
Registration Number:	4989775	KNITHAUS
Registration Number:	4725004	LABRADO
Registration Number:	4875797	LINDEN RIDGE
Registration Number:	4928277	LIQUID COOL
Serial Number:	88744741	LIVE FIT MD
Registration Number:	5770026	LOVE ONE LOVE ALL

Property Type	Number	Word Mark
Registration Number:	4942598	MARITA
Serial Number:	90292153	META ACTIVEWEAR
Serial Number:	90292151	META ACTIVEWEAR
Registration Number:	5757902	MICROLUXE
Registration Number:	5555821	MOD X
Registration Number:	5042112	NORTH SHORE LIVING
Registration Number:	4692532	NYC II
Registration Number:	4889186	ONE SOL
Registration Number:	4688249	OSO CASUALS
Registration Number:	4807492	PASSAGE TO ISRAEL
Registration Number:	3587971	QUICKBUY
Registration Number:	6062359	SHOP HQ
Registration Number:	4875697	SHOP. SHARE. SMILE.
Registration Number:	4368884	SHOPHQ
Registration Number:	6170912	SHOPHQ AFTER DARK
Serial Number:	90305800	SHOPHQ HQ HEALTH
Registration Number:	4989736	SLEEP RETREAT
Registration Number:	4455162	SURESOFIT
Registration Number:	5041877	THE SIZZLE
Registration Number:	3967139	TODAY'S TOP VALUE
Registration Number:	4838175	TRAVELRIGHT
Registration Number:	2247569	VALUEPAY
Registration Number:	5943558	VALUEPAY
Registration Number:	4195795	VIALE18K
Registration Number:	4720085	WAKE UP IN STYLE
Registration Number:	4992676	WAKE UP LIVE
Serial Number:	97421067	IMDS
Serial Number:	97483666	J.W. HULME CO. SINCE 1905

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER: Jean Paterson

SIGNATURE:	/jep/
DATE SIGNED:	12/07/2023
Total Attachments: 26 source=12-7-2023 IVY_MEDIA_LLC_TM#page1.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page2.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page3.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page4.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page5.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page6.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page7.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page8.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page9.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page10.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page11.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page12.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page13.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page14.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page15.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page16.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page17.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page18.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page19.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page20.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page21.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page22.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page23.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page24.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page25.tif source=12-7-2023 IVY_MEDIA_LLC_TM#page26.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated, amended and restated, supplemented or otherwise modified, this “Agreement”) is made effective as of the 22nd day of November, 2023 by IV MEDIA, LLC, a Michigan limited liability company (the “Pledgor”), in favor of BMO BANK N.A. (f/k/a BMO HARRIS BANK N.A.), a national banking association, as the administrative agent under the Credit Agreement, as hereinafter defined (including any successor thereto, the “Administrative Agent”), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

Innovation Ventures, LLC, a Michigan limited liability company (together with its successors and assigns, the “Borrower”), entered into that certain Credit and Security Agreement, dated as of February 22, 2023 (as the same may from time to time be amended, restated, amended and restated, supplemented or otherwise modified, the “Credit Agreement”), with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the “Lenders” and, individually, each a “Lender”) and the Administrative Agent, pursuant to which the Lenders have agreed, subject to the terms and conditions thereof, to grant to the Borrower the financial accommodations as described in the Credit Agreement.

In connection with the Credit Agreement, certain of the Borrower’s subsidiaries (such subsidiaries, collectively, “Existing Pledgors” and, individually, each an “Existing Pledgor”) entered into that certain Security Agreement, dated as of February 22, 2023 (as the same may from time to time be amended, restated or otherwise modified, the “Security Agreement”), pursuant to which the Existing Pledgors granted to the Administrative Agent, for the benefit of the Lenders, a security interest in all of each such Existing Pledgor’s interest in the Collateral (as defined therein), including (without limitation) all of each such Existing Pledgor’s future Collateral.

Pledgor, a subsidiary of the Borrower, deems it to be in the direct pecuniary and business interests of Pledgor that the Borrower continue to obtain from the Lenders the financial accommodations provided for in the Credit Agreement.

Pledgor has reviewed and is familiar with the terms of the Credit Agreement and understands that the Lenders are willing to continue to grant such financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and a collateral assignment of Pledgor’s Collateral and this Agreement is being executed and delivered in consideration of each financial accommodation granted to the Borrower by the Lenders, and for other valuable consideration.

Pursuant to Section 5.20 of the Credit Agreement and Section 24 of the Security Agreement, Pledgor has agreed that, effective on November 22, 2023 (the “Joinder Effective Date”), Pledgor shall become a party to the Security Agreement and shall become a “Grantor” thereunder.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in

the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the NY U.C.C. are used herein as so defined; provided however, if a term is defined in Article 9 of the NY U.C.C. differently than in another Article of the NY U.C.C., the term has the meaning specified in Article 9 of the NY U.C.C. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in form and substance reasonably satisfactory to the Administrative Agent.

“Collateral” means, collectively, all of the Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (f) goodwill associated with any of the foregoing; and (g) Proceeds of any of the foregoing; provided that the “Collateral” shall not include any Excluded Property.

“Event of Default” means an “Event of Default”, as such term is defined in the Credit Agreement.

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by the Borrower to the Administrative Agent, the Swing Line Lender, the Issuing Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans, and all obligations of the Borrower or any other Credit Party pursuant to Letters of Credit; (b) each extension, renewal, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees, payable pursuant to the Credit Agreement or any other Loan Document, (d) all fees and charges in connection with the Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company or the Pledgor pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

“Secured Obligations” means, collectively, (a) the Obligations, (b) all obligations and liabilities of the Companies owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Hedge Agreements, and (c) the Bank Product Obligations owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Bank Product Agreements; provided that Secured Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

“Trademark Act” means the U.S. Trademark Act of 1946, as amended.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full payment of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders (and Affiliates thereof that hold Secured Obligations), a security interest in all of the Collateral, including (without limitation) all of the Pledgor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof. It being understood and agreed that no Lien or other security interest shall be granted on any Excluded Property unless and until such property shall cease to be Excluded Property. The Pledgor, the Administrative Agent and the Lenders hereby further acknowledge and agree that, with respect to any ITU Application included with the Collateral, to the extent such an ITU Application would, under the Trademark Act, be deemed to be transferred in violation of 15 U.S.C. § 1060(a) as a result of the security interest granted herein, or otherwise invalidated or made unenforceable as a result of the execution or performance of this Agreement, no security interest shall be deemed granted in such ITU Application (notwithstanding the provisions of this Agreement or any other Loan Document) until such time as the circumstances that would give rise to such violation, invalidation or unenforceability no longer exist.

4. Representations and Warranties. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:

4.1. As of the Joinder Effective Date, the Pledgor owns all of the Collateral it purports to own and, whether the same are registered or unregistered, to the Pledgor’s knowledge no such Collateral has been adjudged invalid or unenforceable by a competent court.

4.2. As of the Joinder Effective Date, to the Pledgor’s knowledge, the Pledgor’s interest in the Collateral is valid and enforceable.

4.3. As of the Joinder Effective Date, the Pledgor has no knowledge of any material claim on any material portion of the Collateral.

4.4. As of the Joinder Effective Date, the Pledgor owns the Collateral, free and clear of any Liens other than Permitted Liens and the security interest created by the Loan Documents or otherwise securing only the Administrative Agent and the Lenders.

4.5. As of the Joinder Effective Date, the Pledgor has duly authorized the execution of this Agreement and has the legal right to pledge the Collateral and enter into this Agreement and perform its terms.

5. Pledgor’s Obligations with Respect to Intellectual Property. The Pledgor shall not enter into any agreement that is inconsistent with the Pledgor’s obligations under this Agreement

and the other Loan Documents. Unless permitted by the terms of the Credit Agreement, the Pledgor shall not knowingly use its Intellectual Property in a manner that is intended to materially and adversely affect the validity or legal status thereof.

6. Right to Inspect. In accordance with Section 5.21 of the Credit Agreement, the Pledgor hereby grants to the Administrative Agent, for the benefit of the Lenders, and its employees and agents the right to visit any location of the Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto.

7. Standard Patent and Trademark Use. The Pledgor shall use commercially reasonable efforts to comply with all patent marking requirements as specified in 35 U.S.C. §287. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default under the Credit Agreement shall constitute an Event of Default hereunder.

8.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C., in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

8.3. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence and during the continuance of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.4. If an Event of Default shall occur and be continuing, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral (following the occurrence and continuance of an Event of Default), or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the

associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. Following the occurrence and during the continuance of an Event of Default, no prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the Pledgor not fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or the Lenders may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by Liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Administrative Agent, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the Credit Parties shall remain liable for any deficiency. In addition, the Administrative Agent following the occurrence and during the continuance of an Event of Default shall have the right to obtain new appraisals of the Pledgor or any Collateral, the cost of which shall be paid by the Borrower.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all commercially reasonable acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations. Notwithstanding anything to the contrary herein, the costs and expense reimbursement and indemnities payable to the Administrative Agent shall be in accordance with Sections 11.5 and 11.6 of the Credit Agreement.

10. The Pledgor's Obligation to Prosecute. Except as permitted by the Credit Agreement or as otherwise agreed to by the Administrative Agent in writing, the Pledgor shall have the duty to use commercially reasonable efforts to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any

maintenance fees. Pledgor shall not be obligated to prosecute any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter in the event Pledgor determines, in the reasonable business judgment of the Pledgor, that the prosecution of such Collateral is no longer necessary in the Pledgor's business.

11. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. Subject to the limitations set forth in the Credit Agreement, the Pledgor shall promptly, following demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section 11, in the event the Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor.

12. Power of Attorney. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its material obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, after providing reasonable prior written notice to the Pledgor, do so in the name of the Pledgor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent in accordance with the terms of the Credit Agreement, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.

14. Additional Documents. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and the Commitment terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the

same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent prompt written notice thereof if an Event of Default shall have occurred and be continuing (or annually otherwise).

16. Modifications for New Collateral. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at the Administrative Agent's reasonable request, the Pledgor shall execute such additional documents or instruments required by the Administrative Agent in accordance with the Credit Agreement and at such times required by the Credit Agreement.

17. Maximum Liability of the Pledgor and Rights of Contribution. It is the desire and intent of the Pledgor, the Administrative Agent and the Lenders that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If and to the extent that the obligations of the Pledgor under this Agreement would, in the absence of this sentence, be adjudicated to be invalid or unenforceable or avoidable because of Section 548 of the Bankruptcy Code or any other applicable state or federal law relating to fraudulent conveyances or transfers (collectively, "Debtor Relief Laws" and each, a "Debtor Relief Law"), then anything in this Agreement or any other Loan Document to the contrary notwithstanding, in no event shall the amount of the Secured Obligations secured by this Agreement (or any other Loan Document) by the Pledgor exceed the maximum amount that would not render the Pledgor's obligations hereunder and under the other Loan Documents void, voidable or avoidable under any applicable Debtor Relief Law. The Pledgor hereby agrees that, in connection with the payments made hereunder, that while the Pledgor may have a legal right to claim any contribution from any other Credit Party, in accordance with applicable law, until such time as all of the Secured Obligations (other than contingent indemnity obligations) have been irrevocably paid in full, the Pledgor agrees not to exercise (and for such period shall waive its right to exercise) any such claim for contributions.

18. Notice. All notices and other communications provided for hereunder shall be in writing and, if to the Pledgor, given in the manner and to the address for notices to the Borrower, and deemed received, as provided for in Section 11.4 of the Credit Agreement. The Pledgor hereby agrees that any such notice delivered to the Borrower shall constitute proper notice to the Pledgor hereunder. Section 11.4 of the Credit Agreement is expressly incorporated herein by reference.

19. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise.

Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

21. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

22. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent acting on its own behalf or on behalf of the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

23. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

24. Termination. At such time as the Secured Obligations shall have been irrevocably paid in full, the Commitment terminated, and the Credit Agreement terminated and not replaced by any other credit facility with the Administrative Agent and the Lenders, the Pledgor shall have the right to terminate this Agreement. Upon written request of the Pledgor, the Administrative Agent shall promptly execute and deliver to the Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release the Administrative Agent's security interest in the Collateral and to re-vest in the Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by the Administrative Agent, for the benefit of the Lenders, pursuant hereto. The Pledgor will indemnify the Administrative Agent in all respects for all costs incurred by the Administrative Agent in connection with such termination.

25. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

26. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

27. Interpretation. It is expressly acknowledged and agreed by the Credit Parties and the Lenders that the provisions of Sections 1.3, 5.20 and 5.22 of the Credit Agreement shall apply to this Agreement and that such Sections of the Credit Agreement are hereby incorporated herein by reference, mutatis mutandis. In the event of any conflict among this Agreement, the Credit Agreement (including, without limitation, any required perfection steps, thresholds or limitations on the granting of Collateral set forth in Sections 5.20 and 5.22 of the Credit Agreement) and any other Loan Document, the terms of the Credit Agreement shall prevail.

28. GOVERNING LAW; SUBMISSION TO JURISDICTION. THE PROVISIONS OF THIS AGREEMENT AND THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH NEW YORK LAW. THE PLEDGOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK COUNTY, NEW YORK, OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY LOAN DOCUMENT OR ANY RELATED WRITING, AND THE PLEDGOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR FEDERAL COURT. THE PLEDGOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE IN ANY ACTION OR PROCEEDING IN ANY SUCH COURT AS WELL AS ANY RIGHT IT MAY NOW OR HEREAFTER HAVE TO REMOVE SUCH ACTION OR PROCEEDING, ONCE COMMENCED, TO ANOTHER COURT ON THE GROUNDS OF FORUM NON CONVENIENS OR OTHERWISE. THE PLEDGOR AGREES THAT A FINAL, NON-APPEALABLE JUDGMENT IN ANY SUCH ACTION OR PROCEEDING IN SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

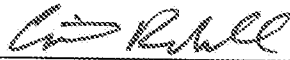
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JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE BORROWER, THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

IV MEDIA, LLC

Address: 38955 Hills Tech Drive
Farmington Hills, MI 48331
Attention: Cavitt Randall

By: 
Name: Cavitt Randall
Title: Manager

AmericasActive:19164657.7

Schedule 1

Patents

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Patent No.</u>	<u>Issued Date</u>
Container Lid	U.S.	Issued	29/530,333	6/16/2015	D760536	7/5/2016
Container Lid	U.S.	Issued	29/518,178	2/20/2015	D784811	4/25/2017

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
BULLDOG	United States of America	Registered/Granted	88/693,558	11/15/2019	6,634,229	2/1/2022
BULLDOG	United States of America	Registered/Granted	87/977,415	4/29/2020	6,301,729	3/23/2021
BULLDOG SHOPPING NETWORK	United States of America	Registered/Granted	88/456,728	6/3/2019	6,142,963	9/1/2020
BULLDOG SHOPPING NETWORK & Design	United States of America	Pending	90/065,564	7/21/2020		
H & Design	United States of America	Registered/Granted	86/509,191	1/21/2015	5,100,945	12/13/2016

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
IMEDIA BRANDS CYCLE Logo	United States of America	Application filed	97/317,402	3/17/2022		
INDIGO THREAD CO	United States of America	Application filed	97/372,248	4/20/2022		
J.W. HULME	United States of America	Registered/Granted	85/597,619	4/13/2012	4,605,939	9/16/2014
LAVENTA	United States of America	Application allowed	88/456,747	6/3/2019		
LAVENTA and Design	United States of America	Application allowed	88/456,697	6/3/2019		
SHOP LAVENTA	United States of America	Application allowed	88/456,753	6/3/2019		

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
SHOP LAVENTA and Design	United States of America	Application allowed	88/456,711	6/3/2019		
ShopBulldogTV	United States of America	Application allowed	90/503,736	2/2/2021		
ShopHQHealth	United States of America	Application allowed	90/503,749	2/2/2021		
ARTIQUE SILVER CREATIONS	United States of America	Registered	86/384,552	9/3/2014	4,864,162	12/1/2015
BEFORE & AFTER BEAUTY	United States of America	Registered	86/531,741	2/11/2015	4,952,614	5/3/2016
BEVERLY HILLS ELEGANCE	United States of America	Registered	78/403,329	4/16/2004	3,584,511	3/3/2009

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
BRILLIANTE	United States of America	Registered	86/435,323	10/27/2014	4,723,884	4/21/2015
CITYSCAPE	United States of America	Registered	86/570,563	3/19/2015	4,890,735	1/19/2016
COOK'S COMPANION	United States of America	Registered	85/646,809	6/8/2012	4,601,937	9/9/2014
COOK'S TRADITION	United States of America	Registered	85/672,075	7/9/2012	4,593,396	8/26/2014
COZELLE	United States of America	Registered	85/246,621	2/18/2011	4,132,924	4/24/2012
DEVINE TREATS (Stylized)	United States of America	Registered	86/979,780	1/6/2015	5,028,709	8/23/2016

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
DIAMOND TREASURES	United States of America	Registered	85/631,019	5/21/2012	4,261,551	12/18/2012
DIAMOND TREASURES	United States of America	Registered	85/717,512	8/30/2012	4,327,877	4/30/2013
EVINE	United States of America	Registered	86/380,978	8/29/2014	4,969,486	5/31/2016
EVINE AFTER DARK	United States of America	Registered	87/616,943	9/21/2017	5,526,273	7/24/2018
EVINE BEAUTY EXPERIENCE	United States of America	Registered	87/312,943	1/25/2017	5,299,818	10/3/2017
EVINE LIVE	United States of America	Registered	86/457,017	11/17/2014	4,882,874	1/5/2016

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
EVINE LIVE & Design (Square Logo in Color)	United States of America	Registered	86/458,020	11/18/2014	4,875,694	12/22/2015
EVINE LIVE & Design (Square Logo in Greyscale)	United States of America	Registered	86/458,025	11/18/2014	4,875,695	12/22/2015
EVINE TOO	United States of America	Registered	86/805,435	10/30/2015	5,381,125	1/16/2018
FAREAST MARKET	United States of America	Registered	86/503,196	1/14/2015	4,919,717	3/15/2016
FIERRA	United States of America	Registered	86/237,511	3/31/2014	4,744,921	5/26/2015
FLASH PRICE	United States of America	Registered	85/672,070	7/9/2012	4,373,587	7/23/2013

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
GALERIE DE BIJOUX & Design	United States of America	Registered	78/403,349	4/16/2004	3,506,379	9/23/2008
GEM INSIDER	United States of America	Registered	86/354,228	7/31/2014	4,692,530	2/24/2015
GEM TREASURES	United States of America	Registered	78/403,277	4/16/2004	3,588,909	3/10/2009
GEM TREASURES	United States of America	Registered	85/717,413	8/30/2012	4,334,173	5/14/2013
GEMS OF DISTINCTION	United States of America	Registered	87/576,522	8/21/2017	5,846,087	8/27/2019
GEMS OF DISTINCTION	United States of America	Registered	87/625,887	9/28/2017	5,484,646	6/5/2018

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
GLITTERSCAPE	United States of America	Registered	85/831,243	1/24/2013	4,457,864	12/31/2013
GOLD OF DISTINCTION	United States of America	Registered	87/620,599	9/25/2017	5,577,132	10/2/2018
GRAMERCY 22	United States of America	Registered	87/828,217	3/9/2018	5,719,541	4/9/2019
GRAND SUITES	United States of America	Registered	85/715,036	8/28/2012	4,353,017	6/18/2013
HALFWAY TO CHRISTMAS	United States of America	Registered	87/543,178	7/26/2017	5,591,362	10/31/2018
HALFWAY TO XMAS	United States of America	Registered	87/543,153	7/26/2017	5,533,221	8/7/2018

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
HOT FLASHES	United States of America	Registered	86/503,048	1/14/2015	4,844,346	11/3/2015
INNOVA	United States of America	Registered	86/359,971	8/7/2014	4,682,240	2/3/2015
KATE & MALLORY	United States of America	Registered	85/440,147	10/5/2011	4,659,910	12/23/2014
KATE & MALLORY	United States of America	Registered	85/980,814	10/5/2011	4,476,291	1/28/2014
KNITHAUS	United States of America	Registered	86/576,190	3/25/2015	4,989,775	6/28/2016
LABRADO	United States of America	Registered	86/183,205	2/3/2014	4,725,004	4/21/2015

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
LINDEN RIDGE	United States of America	Registered	86/490,421	12/24/2014	4,875,797	12/22/2015
LIQUID COOL	United States of America	Registered	86/354,257	7/31/2014	4,928,277	3/29/2016
LIVE FIT MD	United States of America	Allowed	88/744,741	1/2/2020		
LOVE ONE LOVE ALL	United States of America	Registered	86/955,359	3/28/2016	5,770,026	6/4/2019
MARITA	United States of America	Registered	86/524,437	2/4/2015	4,942,598	4/19/2016
META ACTIVEWEAR	United States of America	Published	90/292,153	11/1/2020		

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
META ACTIVEWEAR & Design	United States of America	Published	90/292,151	11/1/2020		
MICROLUXE	United States of America	Registered	86/616,620	5/1/2015	5,757,902	5/21/2019
MODX & Design	United States of America	Registered	87/828,230	3/9/2018	5,555,821	9/4/2018
NORTH SHORE LIVING	United States of America	Registered	86/585,992	4/2/2015	5,042,112	9/13/2016
NYC II	United States of America	Registered	86/354,327	7/31/2014	4,692,532	2/24/2015
ONE SOL & Design	United States of America	Registered	86/662,208	6/15/2015	4,889,186	1/19/2016

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
OSO CASUALS	United States of America	Registered	86/324,349	6/30/2014	4,688,249	2/17/2015
PASSAGE TO ISRAEL	United States of America	Registered	86/503,106	1/14/2015	4,807,492	9/8/2015
QUICKBUY	United States of America	Registered	77/204,722	6/13/2007	3,587,971	3/10/2009
SHOP HQ & Design	United States of America	Registered	88/506,120	7/9/2019	6,062,359	5/26/2020
SHOP. SHARE. SMILE. (Stylized)	United States of America	Registered	86/458,037	11/18/2014	4,875,697	12/22/2015
SHOPHQ	United States of America	Registered	85/056,243	6/7/2010	4,368,884	7/16/2013

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
SHOPHQ AFTER DARK	United States of America	Registered	88/592,313	8/26/2019	6,170,912	10/6/2020
SHOPHQ HQ HEALTH & Design	United States of America	Published	90/305,800	11/8/2020		
SLEEP RETREAT	United States of America	Registered	86/570,570	3/19/2015	4,989,736	6/28/2016
SURESOFT	United States of America	Registered	86/018,795	7/24/2013	4,455,162	12/24/2013
THE SIZZLE	United States of America	Registered	86/475,541	12/9/2014	5,041,877	9/13/2016
TODAY'S TOP VALUE	United States of America	Registered	77/873,688	11/16/2009	3,967,139	5/24/2011

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
TRAVELRIGHT	United States of America	Registered	86/439,927	10/30/2014	4,838,175	10/20/2015
VALUEPAY	United States of America	Registered	75/442,405	2/25/1998	2,247,569	5/25/1999
VALUEPAY	United States of America	Registered	88/463,345	6/6/2019	5,943,558	12/24/2019
VIALE18K	United States of America	Registered	85/375,395	7/19/2011	4,195,795	8/21/2012
WAKE UP IN STYLE	United States of America	Registered	86/384,587	9/3/2014	4,720,085	4/14/2015
WAKE UP LIVE	United States of America	Registered	86/808,249	11/3/2015	4,992,676	7/5/2016

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No</u>	<u>Reg Date</u>
TMDS	United States of America	Pending	97/421067	5/20/2022		
J.W. HULME CO. SINCE 1905 & Design	United States of America	Pending	97/483666	30.06.2022		