

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BLOGWIRE HUNGARY SZELLEMI ALKOTAST HASZNOSITO KFT.		09/24/2012	LIMITED LIABILITY COMPANY: HUNGARY

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	505 Fifth Avenue
Internal Address:	11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3119691	DEFAMER.
Registration Number:	3119693	KOTAKU
Registration Number:	3123017	LIFEHACKER
Registration Number:	3116796	SPLOID!
Registration Number:	3187369	DEADSPIN
Registration Number:	3231927	DEFAMER
Registration Number:	2901710	GAWKER
Registration Number:	3274763	GAWKER STALKER
Registration Number:	2877598	GIZMODO
Registration Number:	3805741	IO9
Registration Number:	3285856	JALOPNIK
Registration Number:	3597171	JEZEBEL
Registration Number:	3074351	KINJA

OP \$440.00 3119691

Registration Number:	3274695	KOTAKU
Registration Number:	3274709	LIFEHACKER
Registration Number:	3177176	SPLOID
Registration Number:	3282718	VALLEYWAG

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F143208
NAME OF SUBMITTER:	Lisa A. Cobbett
Signature:	/Lisa A. Cobbett/
Date:	01/24/2013

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 24, 2012 by and between **SILICON VALLEY BANK** ("Bank") and **BLOGWIRE HUNGARY SZELLEMI ALKOTAST HASZNOSITO KFT.** ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to certain affiliates of Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between (i) Bank and (ii) **GAWKER MEDIA LLC**, a Delaware limited liability company ("**Gawker**"), **GAWKER SALES, LLC**, a New York limited liability company ("**Sales**"), **GAWKER TECHNOLOGY, LLC**, a New York limited liability company ("**Tech**"), and **GAWKER ENTERTAINMENT, LLC**, a New York limited liability company ("**Entertainment**"), each with offices located at 210 Elizabeth Street, 3rd Floor, New York, New York 10012 (individually and collectively, jointly and severally, the "**Borrower**") (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). Grantor has agreed to guaranty the Obligations of Borrower pursuant to an Unconditional Guaranty (as the same may be amended, modified or supplemented from time to time, the "**Guaranty**"). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower under the Loan Agreement and of Grantor under the Guaranty.

B. Pursuant to the terms of the Security 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 Guaranty, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Guaranty, 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Security 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 Security 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 Security 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.

This security interest shall be governed and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

[Signature page follows.]

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.

Address of Grantor:


c/o Gawker Media, LLC
210 Elizabeth Street, 3rd Floor
New York, New York 10012
Attn: Legal

Address of Bank:

505 Fifth Avenue, 11th Floor
New York, New York 10017
Attn: Ms. Jocelyn Hartmann

GRANTOR:

BLOGWIRE HUNGARY SZELLEMI
ALKOTAST HASZNOSITO KFT.

By: 
Name: Gabby Darbyshire
Title: Member

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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GRANTOR:

Address of Grantor:

c/o Gawker Media, LLC
210 Elizabeth Street, 3rd Floor
New York, New York 10012
Attn: Legal

BLOGWIRE HUNGARY SZELLEMI
ALKOTAST HASZNOSITO KFT.

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

505 Fifth Avenue, 11th Floor
New York, New York 10017
Attn: Ms. Jocelyn Hartmann

SILICON VALLEY BANK

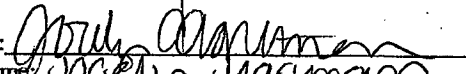
By: 
Name: Jocelyn Hartmann
Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

See Attached

Name	Country	Serial #	Filing Date	Registration Number	Registration Date	Current Status
TRADEMARKS ON DESIGNS						
Defamer.	US	78595718	3/26/2005	3119691	7/25/2006	Registered
Kotaku	US	78595722	3/26/2005	3119693	7/25/2006	Registered
Lifehacker	US	78589777	3/17/2005	3123017	8/1/2006	Registered
Splod!	US	78651576	6/15/2005	3116796	7/18/2006	Registered
TRADEMARKS ON STANDARD CHARACTER MARKS						
Deadspin	US	78832751	3/8/2006	3187369	12/19/2006	Registered
Defamer	US	78828594	3/3/2006	3231927	4/17/2007	Registered
Gawker	US	78292277	8/26/2003	2901710	11/9/2004	Registered
Gawker Stalker	US	78843258	3/22/2006	3274763	8/7/2007	Registered
Gizmodo	US	78292682	8/27/2003	2877598	8/24/2004	Registered
io9	US	77757349	6/11/2009	3805741	6/22/2010	Registered
Jalopnik	US	78830896	3/7/2006	3285656	8/28/2007	Registered
Jezebel	US	77260083	8/20/2007	3597171	3/31/2009	Registered
Kinja	US	78321868	10/31/2003	3074351	3/28/2006	Registered
Kotaku	US	78830869	3/7/2006	3274695	8/7/2007	Registered
Lifehacker	US	78832726	3/8/2006	3274709	8/7/2007	Registered
Splod!	US	78832742	3/8/2006	3177176	11/28/2006	Registered
Valleywag	US	78829319	3/4/2006	3282718	8/21/2007	Registered
INTERNATIONAL						
Gizmodo	EU	'004539458	8/9/2005	Same as Serial	8/14/2006	Registered
Kotaku	EU	'009210824	6/29/2010	Same as Serial	10/29/2010	Registered
Gawker	EU	'008957961	3/16/2010	Same as Serial	7/20/2010	Registered
Deadspin	EU	'008957862	3/16/2010	Same as Serial	7/20/2010	Registered
io9	EU	'008957912	3/16/2010	Same as Serial	7/20/2010	Registered
Jalopnik	EU	'008957896	3/16/2010	Same as Serial	7/20/2010	Registered
Lifehacker	EU	'008957797	3/16/2010	Same as Serial	7/20/2010	Registered
Gizmodo	CA	1467805	2/1/2010	TMA785436	12/20/2010	Registered
Gawker	CA	1467804	2/1/2010	TMA785433	12/20/2010	Registered
Lifehacker	CA	1467806	2/1/2010	TMA796516	5/2/2011	Registered
Jezebel	CA	1467975	2/2/2010	TMA785434	12/20/2010	Registered
Deadspin	CA	1467969	2/2/2010	TMA801662	7/6/2011	Registered
Kotaku	CA	1467973	2/2/2010	TMA802616	7/20/2011	Registered
Jalopnik	CA	1468202	2/3/2010	TMA789454	2/2/2011	Registered
io9	CA	1468204	2/3/2010	TMA786763	1/10/2011	Registered

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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