

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fuse, LLC		11/17/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87114945	CLASH OF THE CORPS	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	2128198674		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Andrew Fessak / White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1155735-0082		
NAME OF SUBMITTER:	Andrew Fessak		
SIGNATURE:	/Andrew Fessak/		
DATE SIGNED:	11/18/2016		
Total Attachments: 5			
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This Supplemental Trademark Security Agreement (this “Supplemental Trademark Security Agreement”), dated as of November 17, 2016, by Fuse, LLC, a Delaware limited liability company (the “Pledgor”), and Jefferies Finance LLC, in its capacity as Collateral Agent (in such capacity, the “Collateral Agent”) pursuant to the Credit Agreement, dated as of July 1, 2014, among Fuse Media, LLC (formerly known as SiTV Media, LLC), the Borrowers party thereto, the Collateral Agent, in its capacity as administrative agent, and the lending institutions and other entities from time to time party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

W I T N E S S E T H:

WHEREAS, the Pledgor is a party to a Security Agreement of even date with the Credit Agreement (the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Supplemental Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor (collectively, the “Trademark Collateral”):

- (a) all Trademarks of such Pledgor, including as listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks;
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets); and
- (d) all causes of action arising prior to or after the date hereof for infringement of any of the trademarks or unfair competition regarding the same.

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Supplemental Trademark

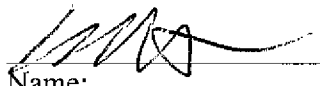
Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations for which no claim or demand has been made and that, pursuant to the provisions of the Credit Agreement or the Security Documents, survive the termination thereof), upon written request of the Pledgor, the Collateral Agent shall (at such Pledgor's sole cost and expense) execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Pledgor's Trademarks under this Supplemental Trademark Security Agreement.

[Signature Page Follows]

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

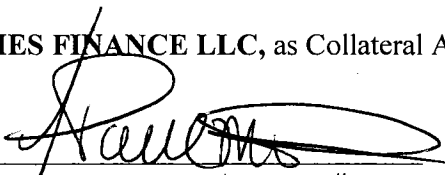
Fuse, LLC, as Pledgor

By: 
Name: _____
Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC, as Collateral Agent

By:


Name: J. Paul McDonnell
Title: Managing Director

SCHEDULE 1
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Fuse, LLC

No.	Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
1.	Fuse, LLC	CLASH OF THE CORPS	87114945	July 25, 2016		