

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496004

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEFY MEDIA, LLC		10/30/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ally Bank
Street Address:	300 Park Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: UTAH

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5533222	CLEVVER
Registration Number:	5533190	BREAK
Registration Number:	5533142	MMV
Registration Number:	5527969	AWE(ME) AMAZE. WOW. EDUCATE.
Registration Number:	5527923	MADE MAN
Registration Number:	5527922	SCREEN JUNKIES
Registration Number:	5527921	SCREENJUNKIES
Registration Number:	4924452	CAMERA ROLL
Serial Number:	88084742	ALLOY
Serial Number:	87525667	AWE ME

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

OP \$265.00 5533222

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1007969

NAME OF SUBMITTER: Robin Dunn

SIGNATURE: /Robin Dunn/

DATE SIGNED: 10/30/2018

Total Attachments: 5

source=TM Cover Sheet with executed Supp to IPSA-Defy Media#page2.tif
source=TM Cover Sheet with executed Supp to IPSA-Defy Media#page3.tif
source=TM Cover Sheet with executed Supp to IPSA-Defy Media#page4.tif
source=TM Cover Sheet with executed Supp to IPSA-Defy Media#page5.tif
source=TM Cover Sheet with executed Supp to IPSA-Defy Media#page6.tif

**SUPPLEMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Supplement to Intellectual Property Security Agreement is entered into as of October 30, 2018 by and between **ALLY BANK** ("*Bank*") and **DEFY MEDIA, LLC**, a Delaware limited liability company ("*Grantor*").

RECITALS

A. Bank, and Grantor previously entered into an Intellectual Property Security Agreement (the "*IP Security Agreement*"), dated as of October 30, 2015 (the "*Effective Date*"). Capitalized terms that are used but not defined herein shall have the meanings provided for in the IP Security Agreement.

B. Bank and Grantor now desire to amend and supplement the IP Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby represent, warrant, covenant and agree as follows:

AGREEMENT

The IP Security Agreement is hereby amended and supplemented by adding the Intellectual Property listed on Exhibit A hereto to Exhibit A of the IP Security Agreement, the Intellectual Property listed on Exhibit B hereto to Exhibit B of the IP Security Agreement, and the Intellectual Property listed on Exhibit C hereto to Exhibit C of the IP Security Agreement. References to Exhibits contained in the IP Security Agreement shall be deemed to refer to such Exhibits as supplemented by the Exhibits attached hereto. Without limitation on the generality of the foregoing, (1) Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the intellectual property described on the Exhibits hereto, 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, and (2) Grantor represents and warrants to Bank that, other than as set forth on the Exhibits to the IP Security Agreement (as amended and supplemented by the Exhibits hereto), it has no trademarks or patents registered with the United States Patent and Trademark Office, or copyrights registered with the United States Copyright Office, or any pending applications therefor.


This Agreement is part of the IP Security Agreement and the provisions thereof are incorporated herein. The parties are authorized to attach to the IP Security Agreement a copy of the Exhibits hereto. This Agreement may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, for all such counterparts shall constitute one and the same agreement.

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

GRANTOR:

DEFY MEDIA, LLC

By: ALLY BANK, an authorized signatory
under power of attorney

By: 
Name: Frank A Chiovini
Title: Authorized Signatory

BANK:

ALLY BANK

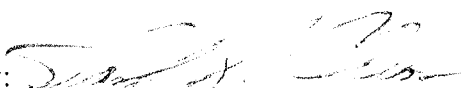
By: 
Name: Frank A Chiovini
Title: Authorized Signatory

EXHIBIT A

COPYRIGHTS

DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
Shockwave.com immersive network	TX0006304363	12/30/05
Photojam 2	TX0005872762	06/03/02
Keyhole version 17	TXu1261458	09/16/05
Keyhole version 1	TXu1256357	07/25/05
Higher Power	Pau003798443	09/11/15
GameTrailers.com	VA1623700	05/31/07
SMOS 2015 WALL CALENDAR (978-1-4494-5833-1)	TX0008053129	06/16/14
Smosh 2016 Wall Calendar	TX0008195840	10/01/15

EXHIBIT B

PATENTS

DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
None.		

EXHIBIT C

TRADEMARKS

DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
ALLOY	88084742	08/20/18
CLEVVER	5533222	08/07/18
BREAK	5533190	08/07/18
MMV	5533142	08/07/18
AWE(ME) AMAZE. WOW. EDUCATE.	5527969	07/31/18
MADE MAN	5527923	07/31/18
SCREEN JUNKIES	5527922	07/31/18
SCREENJUNKIES	5527921	07/31/18
AWE ME	87525667	07/12/17
CAMERA ROLL	4924452	03/22/16