

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530846

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vice Media Canada Inc.		07/02/2019	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 49</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88443309	ASTRO GUIDE	
<b>Registration Number:</b>	5443602	BROADLY	
<b>Serial Number:</b>	87009368	BROADLY	
<b>Serial Number:</b>	87030152	BROADLY	
<b>Registration Number:</b>	4969278	MUNCHIES	
<b>Registration Number:</b>	4706883	MUNCHIES	
<b>Registration Number:</b>	4969285	MUNCHIES	
<b>Registration Number:</b>	4645217	MUNCHIES	
<b>Serial Number:</b>	87009109	MUNCHIES	
<b>Serial Number:</b>	87101217	MUNCHIES	
<b>Serial Number:</b>	87876886	MUNCHIES	
<b>Registration Number:</b>	4706884	MUNCHIES	
<b>Registration Number:</b>	4969289	MUNCHIES	
<b>Registration Number:</b>	4645230	MUNCHIES	
<b>Registration Number:</b>	4969291	MUNCHIES	
<b>Serial Number:</b>	87009120	MUNCHIES	
<b>Serial Number:</b>	87101338	MUNCHIES	
<b>Registration Number:</b>	2312005	VICE	
<b>Registration Number:</b>	3499169	VICE	

CH \$1240.00 88443309

Property Type	Number	Word Mark
Registration Number:	3687609	VICE
Registration Number:	3464386	VICE
Registration Number:	3612483	VICE
Registration Number:	3391928	VICE
Registration Number:	3324340	VICE
Registration Number:	3339714	VICE
Serial Number:	87009032	VICE
Registration Number:	4652423	VICE
Registration Number:	4662671	VICE
Registration Number:	4649171	VICE
Registration Number:	4625063	VICE
Registration Number:	4742116	VICE
Registration Number:	4662675	VICE
Serial Number:	87009055	VICE
Registration Number:	5556151	VICE ESSENTIALS
Serial Number:	87833844	VICE EXPO
Registration Number:	5548099	VICE FILMS
Registration Number:	5628341	VICE IMPACT
Registration Number:	5586610	VICE LAB
Serial Number:	87031642	VICE NEWS
Serial Number:	87031672	VICE SPORTS
Serial Number:	87009088	VICE TECH
Serial Number:	87468358	VICE VOICES
Registration Number:	5476063	VICE WORLD OF SPORTS
Registration Number:	5464895	VICELAND
Serial Number:	87009077	VICELAND
Registration Number:	4920386	VIRTUE
Serial Number:	87815056	VIRTUE
Serial Number:	87815079	VIRTUE
Serial Number:	88019431	VIRTUE PLAY

**CORRESPONDENCE DATA**

Fax Number: 9494754754

*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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

**TRADEMARK**

REEL: 006688 FRAME: 0316

<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612
<b>ATTORNEY DOCKET NUMBER:</b>	98829-00001
<b>NAME OF SUBMITTER:</b>	Stephanie Kann
<b>SIGNATURE:</b>	/stephanie kann/
<b>DATE SIGNED:</b>	07/08/2019
<b>Total Attachments: 6</b> source=Vice - Trademark Security Agreement (Vice Media Canada)#page1.tif source=Vice - Trademark Security Agreement (Vice Media Canada)#page2.tif source=Vice - Trademark Security Agreement (Vice Media Canada)#page3.tif source=Vice - Trademark Security Agreement (Vice Media Canada)#page4.tif source=Vice - Trademark Security Agreement (Vice Media Canada)#page5.tif source=Vice - Trademark Security Agreement (Vice Media Canada)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) dated as of July 2, 2019, is made by the Person listed on the signature pages hereof (the “**Grantor**”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION (“**Wilmington Trust**”), as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below). Terms defined in the Credit Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, the Grantor has entered into that certain Credit and Guaranty Agreement dated as of May 2, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) pursuant to the terms of a Counterpart Agreement dated as of July 2, 2019, 2019, with, *inter alia*, XXIII Capital F Limited, as Administrative Agent and Wilmington, as Collateral Agent, and the Lenders party thereto;

WHEREAS, as a condition precedent to the extensions of credit by the Lenders and other accommodations of the Lenders under the Credit Agreement, the Grantor has executed and delivered that certain Pledge and Security Agreements, dated as of June 28, 2019, and that certain Deed of Hypothec dated as of June 27, 2019, each made by the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreements**”); and

WHEREAS, under the terms of the Security Agreements, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**Trademark Collateral**”):

(i) all of such Grantor’s Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule I hereto;

(ii) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(iii) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

provided that no security interest shall be granted in any Excluded Asset (as defined in the applicable Security Agreement).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by The Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect,

absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise..

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreements. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The Grantor shall, and hereby authorizes the Collateral Agent (but the Collateral Agent shall be under no obligation) unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of Grantor, which become part of the Trademark Collateral. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule I.

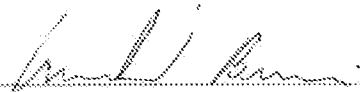
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Concerning the Collateral Agent. Wilmington Trust, National Association acts under this Trademark Security Agreement solely in its capacity as Collateral Agent and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Security Agreements and the Credit Agreement as though fully set forth herein.

*[Signatures pages to follow]*



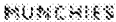

IN WITNESS WHEREOF, The Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


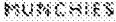





VICE MEDIA CANADA INC.

By:   
Name: RICHARD BLISSON  
Title: DIRECTOR




**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

**U.S. Trademark Registrations and Applications, Trademark Licenses**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Int. Classes</b>	<b>Trademark Status</b>
Vice Media Canada Inc.	<b>ASTRO GUIDE</b>	U.S.	88443309			9, 45	Pending
Vice Media Canada Inc.	<b>BROADLY</b>	U.S.	86484720	5443602	Apr 10 2018	35, 38, 41, 44, 45	Registered
Vice Media Canada Inc.	<b>BROADLY</b>	U.S.	87009368			3, 14, 16, 18, 25, 28, 34	Pending
Vice Media Canada Inc.	<b>BROADLY</b>	U.S.	87030152			28	Pending
Vice Media Canada Inc.	<b>MUNCHIES</b>	U.S.	86254176	4969278	May 31 2016	9	Registered
Vice Media Canada Inc.	<b>MUNCHIES</b>	U.S.	86254229	4706883	Mar 24 2015	43	Registered
Vice Media Canada Inc.	<b>MUNCHIES</b>	U.S.	86263115	4969285	May 31 2016	38	Registered
Vice Media Canada Inc.	<b>MUNCHIES</b>	U.S.	86263142	4645217	Nov 25 2014	41	Registered
Vice Media Canada Inc.	<b>MUNCHIES</b>	U.S.	87009109			8, 9, 18, 21, 29, 30, 32, 33	Pending
Vice Media Canada Inc.	<b>MUNCHIES</b>	U.S.	87101217			29, 30, 31, 39, 43	Pending
Vice Media Canada Inc.	<b>MUNCHIES</b>	U.S.	87876886			16	Pending
Vice Media Canada Inc.	<b>MUNCHIES (Stylized)</b> 	U.S.	86254286	4706884	Mar 24 2015	43	Registered
Vice Media Canada Inc.	<b>MUNCHIES (Stylized)</b> 	U.S.	86266189	4969289	May 31 2016	9	Registered
Vice Media Canada Inc.	<b>MUNCHIES (Stylized)</b> 	U.S.	86266305	4645230	Nov 25 2014	41	Registered
Vice Media Canada Inc.	<b>MUNCHIES (Stylized)</b> 	U.S.	86266312	4969291	May 31 2016	38	Registered

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Int. Classes	Trademark Status
Vice Media Canada Inc.	<b>MUNCHIES (Stylized)</b> 	U.S.	87009120			8, 9, 18, 21, 29, 30, 32, 33	Pending
Vice Media Canada Inc.	<b>MUNCHIES (Stylized)</b> 	U.S.	87101338			29, 30, 31, 39, 43	Pending
Vice Media Canada Inc.	<b>VICE</b>	U.S.	75667834	2312005	Jan 25 2000	16	Registered
Vice Media Canada Inc.	<b>VICE</b>	U.S.	78903732	3499169	Sep 9 2008	9	Registered
Vice Media Canada Inc.	<b>VICE</b>	U.S.	78903760	3687609	Sep 22 2009	43	Registered
Vice Media Canada Inc.	<b>VICE</b>	U.S.	78903784	3464386	Jul 8 2008	45	Registered
Vice Media Canada Inc.	<b>VICE</b>	U.S.	78903841	3612483	Apr 28 2009	41	Registered
Vice Media Canada Inc.	<b>VICE</b>	U.S.	78905035	3391928	Mar 4 2008	35	Registered
Vice Media Canada Inc.	<b>VICE</b>	U.S.	78905071	3324340	Oct 30 2007	16	Registered
Vice Media Canada Inc.	<b>VICE</b>	U.S.	78907223	3339714	Nov 20 2007	38	Registered
Vice Media Canada Inc.	<b>VICE</b>	U.S.	87009032			9, 14, 18, 28, 30, 32, 33, 34, 39, 43	Pending
Vice Media Canada Inc.	<b>VICE (Stylized)</b> 	U.S.	86264206	4652423	Dec 9 2014	9	Registered
Vice Media Canada Inc.	<b>VICE (Stylized)</b> 	U.S.	86264230	4662671	Dec 30 2014	16	Registered
Vice Media Canada Inc.	<b>VICE (Stylized)</b> 	U.S.	86264248	4649171	Dec 2 2014	35	Registered
Vice Media Canada Inc.	<b>VICE (Stylized)</b> 	U.S.	86264321	4625063	Oct 21 2014	38	Registered
Vice Media Canada Inc.	<b>VICE (Stylized)</b> 	U.S.	86264850	4742116	May 26 2015	43	Registered



Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Int. Classes	Trademark Status
Vice Media Canada Inc.	<b>VICE (Stylized)</b> 	U.S.	86264863	4662675	Dec 30 2014	41	Registered
Vice Media Canada Inc.	<b>VICE (Stylized)</b> 	U.S.	87009055			9, 14, 18, 28, 30, 32, 33, 34, 39, 43	Pending
Vice Media Canada Inc.	<b>VICE ESSENTIALS</b>	U.S.	86866294	5556151	Sep 4 2018	41	Registered
Vice Media Canada Inc.	<b>VICE EXPO</b>	U.S.	87833844			35, 41	Pending
Vice Media Canada Inc.	<b>VICE FILMS</b>	U.S.	86513963	5548099	Aug 28 2018	41	Registered
Vice Media Canada Inc.	<b>VICE IMPACT</b>	U.S.	87149438	5628341	Dec 11 2018	41	Registered
Vice Media Canada Inc.	<b>VICE LAB</b>	U.S.	86891124	5586610	Oct 16 2018	41	Registered
Vice Media Canada Inc.	<b>VICE NEWS</b>	U.S.	87031642			9, 16, 18, 41, 42	Pending
Vice Media Canada Inc.	<b>VICE SPORTS</b>	U.S.	87031672			9, 16, 18, 41	Pending
Vice Media Canada Inc.	<b>VICE TECH</b>	U.S.	87009088			16, 41, 42	Pending
Vice Media Canada Inc.	<b>VICE VOICES</b>	U.S.	87468358			9, 35	Pending
Vice Media Canada Inc.	<b>VICE WORLD OF SPORTS</b>	U.S.	86961172	5476063	May 22 2018	9, 41	Registered
Vice Media Canada Inc.	<b>VICELAND</b>	U.S.	86615884	5464895	May 8 2018	9, 38, 41	Registered
Vice Media Canada Inc.	<b>VICELAND</b>	U.S.	87009077			9, 16, 18, 25, 28	Pending
Vice Media Canada Inc.	<b>VIRTUE</b>	U.S.	86230249	4920386	Mar 22 2016	35	Registered
Vice Media Canada Inc.	<b>VIRTUE</b>	U.S.	87815056			35, 38, 42	Pending
Vice Media Canada Inc.	<b>VIRTUE Logo</b> 	U.S.	87815079			35, 38, 42	Pending
Vice Media Canada Inc.	<b>VIRTUE PLAY</b>	U.S.	88019431			35	Pending