

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDG Media, Inc.		04/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Advance Magazine Publishers Inc.		
Street Address:	1 World Trade Center		
Internal Address:	43rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	5140829	ARTS.MIC	
Registration Number:	4844491	B	
Registration Number:	5313527	B	
Registration Number:	4944112	BUSTLE	
Serial Number:	88032754	BUSTLE DIGITAL GROUP	
Registration Number:	5231038	CONNECTIONS.MIC	
Registration Number:	5198502	CONNECTIONS.MIC	
Registration Number:	4647321	ELITE DAILY	
Registration Number:	5254201	FOOD.MIC	
Serial Number:	87250222	GEN WHY	
Registration Number:	5140898	IDENTITIES.MIC	
Registration Number:	5420022	IT'S NOT FOR EVERYONE. IT'S FOR YOU.	
Registration Number:	6283998	INPUT	
Registration Number:	5165228	INVERSE	
Registration Number:	5140824	MIC	
Registration Number:	5133517	MIC CHECK	
Registration Number:	5361635	MILLENNIALS OF NEW YORK	
Registration Number:	5140826	MUSIC.MIC	

CH \$1040.00 5140829

Property Type	Number	Word Mark
Registration Number:	5140827	NEWS.MIC
Registration Number:	4668157	NYLON
Registration Number:	3601225	NYLON
Serial Number:	90453767	NYLON
Registration Number:	5664370	NYLON BEAUTY HIT LIST
Registration Number:	5664371	NYLON BEAUTY HIT LIST 2---
Serial Number:	90390838	NYLON GUYS
Registration Number:	3238939	NYLON GUYS
Registration Number:	5075275	NYLONSHOP
Registration Number:	5133519	POLICY.MIC
Registration Number:	5140825	POLICY.MIC
Registration Number:	5324790	ROMPER
Registration Number:	5779454	RULE BREAKERS
Registration Number:	5231035	SCIENCE.MIC
Registration Number:	5140894	STYLE.MIC
Registration Number:	5133629	STYLE.MIC
Registration Number:	5254200	TECH.MIC
Registration Number:	5231039	TRAVEL.MIC
Registration Number:	5231040	TRAVEL.MIC
Registration Number:	5536503	THE OUTLINE
Registration Number:	5420023	THE OUTLINE
Registration Number:	4128065	THE ZOE REPORT
Registration Number:	5140828	WORLD.MIC

CORRESPONDENCE DATA

Fax Number: 2124224726

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: 2128376264

Email: trademarks@hugheshubbard.com

Correspondent Name: Patrice P. Jean

Address Line 1: One Battery Park Plaza

Address Line 2: Hughes Hubbard LLP

Address Line 4: New York,, NEW YORK 10004-1482

ATTORNEY DOCKET NUMBER: 033184-00004

NAME OF SUBMITTER: Patrice P. Jean

SIGNATURE: /Patrice P. Jean/

DATE SIGNED: 04/29/2021

Total Attachments: 12

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 27, 2021 (this "Agreement"), is made by BDG Media, Inc., a Delaware corporation ("Grantor"), in favor of Advance Magazine Publishers Inc., a New York corporation ("Secured Party"), with reference to the Amended and Restated Secured Convertible Promissory Note, dated the date hereof (as amended from time to time, the "Note"), issued by Grantor in favor of Secured Party in the original principal amount of \$3,700,000, and that certain Amended and Restated Guaranty and Security Agreement, dated as of the date hereof, among Grantor, Secured Party and BDG GMGI Acquisition, Inc. (as amended from time to time, the "Security Agreement" and, together with the Note, collectively, the "Note Documents"). Capitalized terms used and not defined herein have the same meaning given thereto in the Security Agreement.

This Agreement is an amendment and restatement of the Intellectual Property Security Agreement, dated as of August 11, 2020, by and between the Grantor and the Secured Party (as amended, supplemented or otherwise modified prior to the date hereof, the "Prior IP Security Agreement"), and this Agreement is not a novation or discharge of the grant of security interest and obligation of the Grantors thereunder.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

1. Grant of Security Interest. To secure the Obligations under the Note, Grantor grants to Secured Party a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (other than any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise) (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;

(j) any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(k) any and all licenses or rights granted by Grantor under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(l) any and all, to the extent applicable, divisions, continuations, continuations in part, reissues, extensions, renewals, re-examinations and revivals of the foregoing; and

(m) 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.

2. Recordation. Grantor hereby authorizes the Commissioner for Patents and Trademarks, the Register of Copyrights and any other government officials to record and register this Agreement.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Note Documents, which is hereby incorporated by reference. The provisions of the Note Documents shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Note Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the Secured Party and the Grantor and their respective successors and permitted assigns.

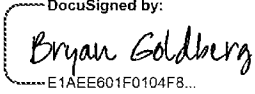
6. Governing Law. All matters relating to or arising out of this Agreement or the transactions contemplated hereby (whether sounding in contract, tort or otherwise) will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

7. Amendment and Restatement. This Agreement amends and restates the Prior IP Security Agreement. The obligations of the Grantors under the Prior IP Security Agreement and the grant of a security interest in the Collateral by the Grantors under the Prior IP Security Agreement shall continue under this Agreement, and shall not in any event be terminated, extinguished or annulled, but shall hereafter be governed by this Agreement. All references to the Prior IP Security Agreement in any document or instrument delivered in connection with the Note (other than this Agreement) shall be deemed to refer to this Agreement and the provisions hereof. It is understood and agreed that the Prior IP Security Agreement is being amended and restated by entry into this Agreement on the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

BDG MEDIA, INC.

By:  E1AEE601F0104F8...

Name: Bryan Goldberg
Title: Chief Executive Officer

Address for Notices:

315 Park Avenue South, 12th Floor New
York, NY 10010
Attention: Chief Executive Officer




[Signature Page to Amended and Restated Intellectual Property Security Agreement]


EXHIBIT A
COPYRIGHTS

None.

Exhibit B
TRADEMARKS



U.S. Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
ARTS.MIC	41	87085526 27-JUN-2016	5140829 14-FEB-2017	Registered.
	9, 41	86533770 12-FEB-2015	4844491 3-NOV-2015	Registered.
	9, 41	87266030 12-DEC-2016	5313527 17-OCT-2017	Registered.
BUSTLE	9, 41	86533765 12-FEB-2015	4944112 26-APR-2016	Registered.
 BUSTLE DIGITAL GROUP	35, 41	88032754 10-JUL-2018		Pending; Intent to Use.
CONNECTIONS.MIC	41	87086932 28-JUN-2016	5231038 27-JUN-2017	Registered.
CONNECTIONS.MIC	45	87086941 28-JUN-2016	5198502 09-MAY-2017	Registered.
ELITE DAILY	41	85538781 09-FEB-2012	4647321 02-DEC-2014	Registered.
FOOD.MIC	35, 41	87085548 27-JUN-2016	5254201 01-AUG-2017	Registered.
GEN WHY	41	87250222 29-NOV-2016		Registered.
IDENTITIES.MIC	41, 45	87086997 28-JUN-2016	5140898 14-FEB-2017	Registered.
IT'S NOT FOR EVERYONE, IT'S FOR YOU	41	87976584 02-DEC-2016	5420022 25-APR-2017	Registered.
INPUT	41	88524916 19-JUL-2019	6283998 2-MAR-2021	Registered.
INVERSE	41	87122492 01-AUG-2016	5165228 21-MAR-2017	Registered.
MIC	41	87085484 27-JUN-2016	5140824 14-FEB-2017	Registered.
MIC CHECK	41	87085498 27-JUN-2016	5133517 31-JAN-2017	Registered.
MILLENNIALS OF NEW YORK	41	87249118 28-NOV-2016	5361635 19-DEC-2017	Registered.










Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
MUSIC.MIC	41	87085512 27-JUN-2016	5140826 14-FEB-2017	Registered.
NEWS.MIC	41	87085517 27-JUN-2016	5140827 14-FEB-2017	Registered
NYLON	41	85885426 25-MAR-2013	4668157 06-JAN-2015	Registered.
NYLON	16	77405209 25-FEB-2008	3601225 07-APR-2009	Registered. Pending request for extension of proof of use.
NYLON	16	90453767 7-JAN-2021		Pending. Registered in case extension request above is not granted.
NYLON BEAUTY HIT LIST	41	87675264 07-NOV-2017	5664370 29-JAN-2019	Registered.
 NYLON BEAUTY HIT LIST 2	41	87675277 07-NOV-2017	5664371 29-JAN-2019	Registered.
NYLON GUYS	41	90390838 17-DEC-2020		Pending; Intent to Use.
NYLON GUYS	16	78632447 18-MAY-2005	3238939 08-MAY-2007	Registered.
NYLONSHOP	35	86608617 24-APR-2015	5075275 01-NOV-2016	Registered.
POLICY.MIC	35	87085504 27-JUN-2016	5133519 31-JAN-2017	Registered.
POLICY.MIC	41	87085506 27-JUN-2016	5140825 14-FEB-2017	Registered.
ROMPER	41	86983095 16-AUG-2015	5324790 31-OCT-2017	Registered.
RULE BREAKERS	41	88137270 29-SEPT-2018	5779454 18-JUN-2019	Registered.




Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
SCIENCE.MIC	41, 42	87085541 27-JUN-2016	5231035 27-JUN-2017	Registered.
STYLE.MIC	41	87086946 28-JUN-2016	5140894 14-FEB-2017	Registered.
STYLE.MIC	45	87086951 28-JUN-2016	5133629 31-JAN-2017	Registered.
TECH.MIC	41	87085534 27-JUN-2016	5254200 01-AUG-2017	Registered.
TRAVEL.MIC	39	87086957 28-JUN-2016	5231039 27-JUN-2017	Registered.
TRAVEL.MIC	41	87086963 28-JUN-2016	5231040 27-JUN-2017	Registered.
THE OUTLINE	35	87255541 02-DEC-2016	5536503 07-AUG-2018	Registered.
THE OUTLINE	41	87976585 02-DEC-2016	5420023 06-MAR-2018	Registered.
THE ZOE REPORT	41, 44, 45	85313886 5-MAR-2011	4128065 17-APR-2012	Registered.
WORLD.MIC	41	87085522 27-JUN-2016	5140828 14-FEB-2017	Registered.

Foreign Trademarks





Country	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
Argentina	NYLON	16	3246570 16-MAY-2013	2661665 11-JUL-2014	Registered. Pending formal assignment to BDG Media, Inc. ¹
Australia	BUSTLE	9, 41	1758400 11-MAR-2016	1758400 11-MAR-2016	Registered.
Australia		9, 41	1864894 6-JUN-2017	1864894 6-JUN-2017	Registered.
Australia	 BUSTLE DIGITAL GROUP	35, 41	1993080 07-JAN-2019	1993080 07-JAN-2019	Registered.

¹ Current owner on record: "Nylon Holding Inc."

Country	Mark	International Class(es)	Application No Filing Date	Registration No Registration Date	Status
Australia	INPUT	41	2070436 14-NOV-2019		Pending.
Australia	The Zoe Report	44, 45	1761086 03-MAR-2015	1761086 03-MAR-2015	Registered.
Canada	BUSTLE	9, 41	1773730 23-MAR-2016	TMA983848 30- OCT-2017	Registered.
Canada		9, 41	1840888 5-JUN-2017	TMA1068659 9-JAN-2020	Registered.
Canada	 BUSTLE DIGITAL GROUP BUSTLE DIGITAL GROUP	35, 41	1940027 10-JAN-2019		Pending.
Canada	Input	41	2012717 14-NOV-2019		Pending.
China		9	19725856 22-APR-2016	19725856 14-JUN-2017	Registered.
China		41	19725854 22-APR-2016	19725854 14-JUN-2017	Registered.
China	BUSTLE	9	19725858 22-APR-2016	19725858 07-SEP-2017	Registered.
China	BUSTLE	41	19725857 22-APR-2016	19725857 14-JUN-2017	Registered.
China		9	24621975 12-JUN-2017	24621975 14-JUL-2018	Registered.
China		41	24621976 12-JUN-2017	24621976 14-JUL-2018	Registered.
China	THE ZOE REPORT	41, 44, 45	1293546 3-MAR-2015	1293546 3-MAR-2015	Registered.
European Union		9, 41	1359512 06-JUN-2017	1359512 06-JUN-2017	Registered.
European Union		9, 41	15205784 11-MAR-2016	15205784 21-JUL-2016	Registered.
European Union	BUSTLE	9, 41	15207905 11-MAR-2016	15207905 19-JUL-2016	Registered.
European Union	ELITE DAILY	35, 41	15985617 28-OCT-2016	15985617 02-MAR-2017	Registered.
European Union	 BUSTLE	35, 41	1452942 07-JAN-2019	1452942 17-JAN-2019	Registered.

Country	Mark	International Class(es)	Application No Filing Date	Registration No Registration Date	Status
	DIGITAL GROUP				
European Union	INPUT	41	1516023 14-NOV-2019	1516023 14-NOV-2019	Registered.
European Union	Rule Breakers	41	1472981 06-MAR-2019	1472981 06-MAR-2019	Registered.
European Union	The Zoe Report	41, 44, 45	1293546 03-MAR-2015	1293546 03-MAR-2015	Registered.
European Union	NYLON	9, 16	015278732 24-MAR-2016	15278732 28-JUL-2016	Registered.
Indonesia	NYLON		D00-2013- 018963 24-APR-2013	IDM000486961 24-APR-2013	Registered. Pending formal assignment to BDG Media, Inc. ²
International Register		9, 41		1359512 06-JUN-2017	Designated in Australia, the European Community, and New Zealand.
Japan	THE ZOE REPORT	41, 44, 45			Pending.
New Zealand		9, 41	1073422 6-JUN-2017	1073422 4-JAN-2018	Registered.
New Zealand	BUSTLE	9, 41	1039162 11-MAR-2016	1039162 13-SEP-2016	Registered.
New Zealand	 BUSTLE DIGITAL GROUP	35, 41	1114921 07-JAN-2019	1114921 11-JUL-2019	Registered.
New Zealand	INPUT	41	1141180 14-NOV-2019		Pending.
Philippines	THE ZOE REPORT	41, 44, 45	1293546 11-MAR-2015	2019/15996 26-JUL-2018	Registered.
Republic of Korea (South)	NYLON	16	A0035066 02-APR-2013	1160007 02-APR-2013	Registered.
Republic of Korea (South)	THE ZOE REPORT	41, 44, 45	1293546 11-MAR-2015	1293546 11-MAR-2015	Registered.

² Current owner on record: "Nylon Holding Inc."

Country	Mark	International Class(es)	Application No Filing Date	Registration No Registration Date	Status
Singapore	NYLON	16	A0035066 02-APR-2013	T1308659J 02-APR-2013	Registered.
Singapore	THE ZOE REPORT	41, 44, 45	1293546 11-MAR-2015	40201605524X 19-APR-2017	Registered.
Thailand	NYLON		890789 30-APR-2013		Pending. Pending formal assignment to BDG Media, Inc. ³
United Kingdom	ELITE DAILY	35, 41	3193887 28-OCT-2016	3193887 20-JAN-2017	Registered.
United Kingdom	BUSTLE	9, 41	UK0091520790 5 11-MAR-2016	UK00915207905 19-JUL-2016	Registered.
United Kingdom	 BUSTLE DIGITAL GROUP	35, 41	1452942 07-JAN-2019	1452942 07-JAN-2019	Registered.
United Kingdom		9, 41	1359512 06-JUN-2017	1359512 06-JUN-2017	Registered.
United Kingdom	INPUT	41	1516023 14-NOV-2019	1516023 14-NOV-2019	Registered.
United Kingdom	NYLON	9, 16	UK0091527873 2 24-MAR-2016	UK00915278732 28-JUL-2016	Registered.
United Kingdom	Rule Breakers	41	1472981 06-MAR-2019	UK00801472981 06-MAR-2019	Registered.
United Kingdom	THE ZOE REPORT	41, 44, 45	UK0080129354 6 11-MAR-2015	UK00801293546 11-MAR-2015	Registered.
Vietnam	THE ZOE REPORT	41, 44, 45	1293546 11-MAR-2015	1293546 11-MAR-2015	Registered.
World Intellectual Property Organization		9, 41	1359512 06-JUN-2017	1359512 06-JUN-2017	Registered.
World Intellectual Property Organization	 BUSTLE DIGITAL GROUP	41	1452942 07-JAN-2019	1452942 07-JAN-2019	Registered.
World Intellectual Property Organization	INPUT	41	1516023 14-NOV-2019	1516023 14-NOV-2019	Registered.

³ Current owner on record: "Nylon Holding Inc."

Country	Mark	International Class(es)	Application No Filing Date	Registration No Registration Date	Status
World Intellectual Property Organization	Rule Breakers	41	A0083957 06-MAR-2019	1472981 06-MAR-2019	Registered
World Intellectual Property Organization	THE ZOE REPORT	41, 44, 45	1293546 11-MAR-2015	1293546 11-MAR-2015	Registered.
World Intellectual Property Organization	NYLON	16	1160007 02-APR-2013	1160007 02-APR-2013	Registered.

EXHIBIT C

PATENTS

None.