

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gizmodo Media Group, LLC		01/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACCESS CAPITAL, INC.		
Street Address:	400 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4604083	THE CHATTERATI	
Registration Number:	3535187	THE ROOT	
Registration Number:	4346372	THE ROOT 100	
Registration Number:	3274695	KOTAKU	
Registration Number:	3285856	JALOPNIK	
Registration Number:	3274709	LIFEHACKER	
Registration Number:	3177176	SPLOID	
Registration Number:	3187369	DEADSPIN	
Registration Number:	3074351	KINJA	
Registration Number:	2877598	GIZMODO	
Registration Number:	3597171	JEZEBEL	
Registration Number:	5480070	EARTHER	
Registration Number:	5400314	SPLINTER	
Registration Number:	5443349	SPLINTER	
Registration Number:	5454065	TRACKRECORD	
Registration Number:	3282718	VALLEYWAG	
Serial Number:	97135714	G/O MEDIA	
Serial Number:	97135638	THE INVENTORY	
Serial Number:	90558572	IO9	

OP \$490.00 4604083

CORRESPONDENCE DATA**Fax Number:** 2124074900*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:** 212-407-4000**Email:** trademarks@loeb.com**Correspondent Name:** Scott Giordano**Address Line 1:** Loeb & Loeb LLP**Address Line 2:** 345 Park Avenue**Address Line 4:** New York, NEW YORK 10154

NAME OF SUBMITTER:	Scott Giordano
SIGNATURE:	/Scott Giordano/
DATE SIGNED:	02/08/2022

Total Attachments: 49

source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page1.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page2.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page3.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page4.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page5.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page6.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page7.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page8.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page9.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page10.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page11.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page12.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page13.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page14.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page15.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page16.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page17.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page18.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page19.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page20.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page21.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page22.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page23.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page24.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page25.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page26.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page27.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page28.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page29.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page30.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page31.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page32.tif

TRADEMARK**REEL: 007628 FRAME: 0657**

source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page33.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page34.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page35.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page36.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page37.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page38.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page39.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page40.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page41.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page42.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page43.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page44.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page45.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page46.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page47.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page48.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT#page49.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, restated, supplemented or otherwise modified, this “Agreement”), dated as of January 31, 2022, is made by G/O MEDIA, INC (“G/O Media”), G/O MEDIA HOLDINGS, INC. (“G/O Media Holdings”), GIZMODO MEDIA GROUP, LLC (“Gizmodo”), LA FABRICA, LLC (“La Fabrica”), ONION, INC. (“Onion”) and ONION PRODUCTIONS, LLC (“Onion Productions”), and collectively with G/O Media, G/O Media Holdings, Gizmodo, La Fabrica and Onion, the “Grantors” and each a “Grantor”) in favor of ACCESS CAPITAL, INC. (“Access Capital”).

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”), by and among the Grantors and Access Capital, Access Capital has agreed to provide certain financial accommodations to the Grantors; and

WHEREAS, Access Capital is willing to extend financial accommodations to the Grantors as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Access Capital this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

(a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) When used herein the following terms shall have the following meanings:

“Copyrights” means all copyrights arising or protected under the laws of the United States, any other country or any political subdivision thereof, whether registered, or unregistered and whether published or unpublished, all registrations and recordings therefor, and all applications in connection therewith, including but not limited to all registrations, recordings and applications in the United States Copyright Office, any State, or any similar office or agency of the United States, any State, any other country or political subdivision, or any other registry.

“Copyright Licenses” means all Licenses which any Grantor is licensor or licensee, granting any right under any Copyright, including but not limited to, rights to manufacture, reproduce, display, distribute, perform, modify or otherwise exploit, and sell materials embodying or derived from, any Copyrighted work.

“Intellectual Property” means any and all of the following, throughout the world: Patents, Trademarks, Copyrights, mask works, designs, trade secrets, shop rights, know-how, information, databases, rights of publicity, software, and any other proprietary rights and processes; any licenses to use any of the foregoing owned by a third party including Patent

Licenses, Trademark Licenses and Copyright Licenses; and registrations, applications and recordings pertaining to any of the foregoing on any registry.

“Material Intellectual Property” means Intellectual Property that is owned by or licensed to a Grantor and material to the conduct of any Grantor’s business. For the avoidance of doubt, all Intellectual Property out of which Eligible Accounts arise shall constitute Material Intellectual Property whether or not such Intellectual Property is material to the conduct of any Grantor’s business.

“PTO” means the United States Patent and Trademark Office and any successor office or agency.

“Patents” means all patents issued by the PTO, any similar office or agency of the United States, any State, or any other country or political subdivision or other registry, all recordings thereof, and all applications therefor.

“Patent Licenses” means all Licenses pursuant to which any Grantor is licensor or licensee, granting any right to manufacture, have made, import, use, or sell any invention covered in whole or in part by a Patent.

“Trademarks” means all trademarks, trade names, corporate names, business names, fictitious business names, internet domain names, URLs, all websites and the “look and feel” of all such websites (including, without limitation, each such website’s particular typefaces, color schemes, programming code themes and the like), trade styles, services marks, logos and other source or business identifiers, arising or protected under the laws of the United States, any State any other country or political subdivision thereof, whether registered or unregistered, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in the PTO, in any similar office or agency of the United States, any State, any other country or political subdivision, any internet domain name registrar, or any other registry.

“Trademark Licenses” mean all Licenses pursuant to which any Grantor is licensor or licensee, granting any right to use a Trademark.

“UCC” shall have the meaning provided thereto in the Loan Agreement.

(c) All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words “herein”, “hereof” and “hereunder” or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term “or” is not exclusive. The term “including” (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the

Schedules, Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits, and attachments of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement, the Loan Agreement or the Ancillary Agreements shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

(d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

(e) In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, Access Capital shall have the right to determine which Agreement shall govern with respect to each such conflict.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the prompt payment to Access Capital of the Obligations now or hereafter existing from time to time, each Grantor hereby pledges and grants to Access Capital a continuing security interest in and Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

(a) Trademarks and Trademark Licenses to which it is a party, including those owned registered Trademarks referred to on Schedule I hereto;

(b) Patents and Patent Licenses to which it is a party, including those owned issued Patents referred to on Schedule II hereto;

(c) Copyrights and Copyright Licenses to which it is a party, including those owned registered Copyrights referred to on Schedule III hereto;

(d) Intellectual Property not covered by the foregoing, including the Material Intellectual Property referred to on Schedule IV hereto;

(e) Renewals, reissues, continuations, divisions, or extensions of any of the foregoing;

(f) Rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same; and

(g) All products and Proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due or to become due under licenses of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in any Excluded Assets.

Simultaneously herewith, each Grantor shall execute and deliver a Special Power of Attorney in the form attached hereto as Exhibit A. Access Capital shall only exercise its powers under such Special Powers of Attorney (1) in connection with an Event of Default which is then continuing, and/or (2) during such times as no Event of Default is continuing, in the exercise of its rights or remedies expressly provided for in this Agreement or the Loan Agreement during such times as no Event of Default is continuing, and such Special Powers of Attorney shall automatically terminate upon Payment in Full of the Obligations.

Section 3. REPRESENTATIONS AND WARRANTIES.

Each Grantor represents and warrants to Access Capital, in addition to the representations and warranties in the Loan Agreement and Ancillary Agreements, that:

(a) such Grantor does not own, in whole or in part, any Patent, Trademark, Copyright, or other Intellectual Property which is the subject of a registration or application in the United States Patent and Trademark Office, United States Copyright Office, any similar office or agency of the United States, any State, any other country or political subdivision, any internet domain name registrar, except as set forth in Schedule I, Schedule II, Schedule III, and Schedule IV, respectively, hereto;

(b) such Grantor is the sole owner of the Intellectual Property listed on Schedules I to IV hereto (as such schedules may be amended or supplemented from time to time) identified as owned by such Grantor, and all registrations and applications for such Intellectual Property are standing in the name of such Grantor;

(c) no Intellectual Property has been licensed or sublicensed by such Grantor to any Affiliate or third party, except non-exclusive licenses entered into in the ordinary course of such Grantor's business or under the Licenses disclosed in Schedules I to IV hereto;

(d) all Intellectual Property owned by such Grantor, including the items set forth on Schedules I to IV, is, to such Grantor's knowledge, subsisting in good standing, valid, and enforceable and such Grantor performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain, each registration and application for Intellectual Property owned by such Grantor in full force and effect;

(e) such Grantor has been using, in all material respects, statutory notice of registration in connection with its use of its registered Trademarks, proper marking practices in connection with the use of Patents, and appropriate notice of copyright in connection with the publication of Copyrighted material; and

(f) this Agreement is effective to create a valid security interest in favor of Access Capital in all of such Grantor's Intellectual Property. Upon the (i) filing of this Agreement in the United States Copyright Office (with respect to the registered United States Copyrights set forth on Schedule III hereto) and (ii) the filing of all appropriate UCC-1 financing statements (with respect to each Grantor's (A) Patents, (B) Trademarks and (C) any Copyrights of such Grantor not registered with the United States Copyright Office), such security interest will be enforceable as such as against any and all creditors of, and purchasers from, such Grantor. Upon the making of such filings set forth above and the filing of this Agreement in the

PTO (with respect to the registered United States Patents set forth on Schedule II hereto and the registered United States Trademarks set forth on Schedule I hereto), all action necessary to perfect Access Capital's Lien on such Grantor's United States Patents, Trademarks and Copyrights shall have been taken.

(g) Onion, Inc. is the rightful owner of the Copyright applications/registrations set forth on Schedule III hereto which indicate that the registered owner thereof is "The Onion, Inc."

Section 4. COVENANTS. Each Grantor covenants and agrees with Access Capital, from and after the date of this Agreement, and in addition to the covenants in the Loan Agreement and Ancillary Agreements, that:

(a) Such Grantor shall notify Access Capital immediately if it knows that any application or registration relating to any Material Intellectual Property owned by such Grantor may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable, or of any adverse determination or development in any proceeding (including the institution of any proceeding) in the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding Grantor's ownership of or right to use register, keep and/or maintain any Intellectual Property;

(b) Such Grantor shall take all actions necessary, or requested by Access Capital, to maintain and pursue each application, for registration in respect of the Material Intellectual Property owned by Grantor from time to time, by including filing applications for renewal, affidavits of use, affidavits of noncontestability and the commencement and prosecution of opposition and interference and cancellation proceedings;

(c) In the event that any Material Intellectual Property owned by or exclusively licensed to such Grantor is infringed, diluted, misappropriated, or otherwise violated by a third party, such Grantor shall notify Access Capital promptly after such Grantor learns thereof and shall promptly take all reasonable actions to stop the same and enforce its rights in such Material Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages and shall take such other actions as are reasonable, or as Access Capital shall deem appropriate under the circumstances to protect such Grantor's rights in such Intellectual Property;

(d) Such Grantor shall, in all material respects, use appropriate statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of Copyrighted materials, and other legends or markings applicable to other Material Intellectual Property;

(e) Such Grantor shall maintain the level of the quality of products sold and services rendered under any Trademarks owned by such Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and such Grantor shall use

reasonable efforts to control the quality of goods and services offered by any licensees of its Trademarks;

(f) Such Grantor shall take reasonable steps to protect the secrecy of all trade secrets material to its business; and

(g) To the knowledge of such Grantor, neither the conduct of such Grantor's business nor its use of the Material Intellectual Property owned by such Grantor is interfering with, infringing upon, misappropriating, or otherwise in conflict with the Intellectual Property rights of any third party.

(h) In the event any Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the PTO, the United States Copyright Office or any similar office or agency, such Grantor shall provide Access Capital with written notice thereof within five (5) Business Days following the date of such filing, and, upon request of Access Capital, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Access Capital) to evidence Access Capital's lien on such Patent, Trademark or Copyright, and the general intangibles of such Grantor relating thereto or represented thereby.

(i) Onion, Inc. will execute and caused to be filed with the U.S. Copyright Office a Copyright Correction Acknowledgment pursuant to which Onion, Inc. acknowledges that Onion, Inc. is the rightful owner of those copyright applications/registrations listed on Schedule III which list "The Onion, Inc." as the registered owner.

Section 5. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by each Grantor to Access Capital pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Access Capital with respect to the Collateral made and granted herein are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Loan Agreement. In the event any provisions contained herein expressly conflict with any provisions in the Loan Agreement covering Intellectual Property, the provisions herein shall control.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. INDEMNIFICATION. Each Grantor assumes all responsibility and liability arising from the use of the Intellectual Property and Grantors, jointly and severally, hereby indemnify and hold Access Capital harmless from and against any claim, suit, loss, damage or expense (including reasonable and documented out-of-pocket attorneys' fees) arising out of any Grantor's operations of its business from the use of the Intellectual Property. In any suit, proceeding or action brought by Access Capital under any Patent License, Trademark License, or Copyright License for any sum owing thereunder, or to enforce any provisions of such License, Grantors will, jointly and severally, indemnify and keep Access Capital harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of any Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from any Grantor, and all such obligations of Grantors shall be and remain enforceable against and only against Grantors and shall not be enforceable against Access Capital.

Section 8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon Payment in Full of all Obligations and irrevocable termination of the Loan Agreement and the Ancillary Agreements.

Section 10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE.

EACH PARTY HEREBY CONSENTS AND AGREES THAT THE STATE AND/OR FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE PARTIES PERTAINING TO THIS AGREEMENT AND/OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT; PROVIDED, THAT THE PARTIES ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF THE COUNTY OF NEW YORK, STATE OF NEW YORK; AND FURTHER PROVIDED, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE ANY PARTY FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SUCH PARTY. EACH PARTY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY

OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH PARTY AT THE ADDRESS SET FORTH FOR SUCH PARTY ON THE SIGNATURES PAGES TO THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE APPLICABLE PARTY'S ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAIL, PROPER POSTAGE PREPAID.

THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT AND/OR THE TRANSACTIONS RELATED THERETO.

[Signature Page to Follow]

IN WITNESS WHEREOF, each Grantor has executed this Intellectual Property Security Agreement as of the date first written above.


G/O MEDIA, INC.

By: 
Name: Adelina Pepenella
Title: Chief Financial Officer

GIZMODO MEDIA GROUP, LLC

By: 
Name: Adelina Pepenella
Title: Chief Financial Officer


ONION, INC.

By: 
Name: Adelina Pepenella
Title: Chief Financial Officer

G/O MEDIA HOLDINGS, INC.

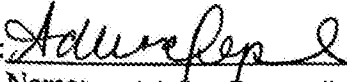
By: 
Name: Adelina Pepenella
Title: Chief Financial Officer

LA FABRICA, LLC

By: 
Name: Adelina Pepenella
Title: Chief Financial Officer


[SIGNATURE PAGE CONTINUED]

ONION PRODUCTIONS, LLC

By: 
Name: Adelina Pepenella
Title: Chief Financial Officer

ACCEPTED and ACKNOWLEDGED by:

ACCESS CAPITAL, INC.

By: 
Name: John Belling
Title: Senior Vice President

The Onion (serial) Issue Registered: Vol. 31, No. 10 – Mar. 19, 1997 to Apr. 1, 1997	Onion, Inc.	TX0004551090	17-SEP- 1997	United States
The Onion (serial) Issue Registered: Vol. 31, No. 11 – Mar. 26, 1997 – Apr. 1, 1997	Onion, Inc.	TX0005491483	15-MAR- 2002	United States
The Onion (serial) Issue Registered: Vol. 31, No. 12 – Apr. 2 - 8, 1997	Onion, Inc.	TX0004472935	02-APR- 1997	United States
The Onion (serial) Issue Registered: Vol. 31, No. 13 – Apr. 9 - 15, 1997	Onion, Inc.	TX0004466966	09-APR- 1997	United States
The Onion (serial) Issue Registered: Vol. 31, No. 14 – Apr. 16, 1997	Onion, Inc.	TX0004603890	16-APR- 1997	United States
The Onion (serial) Issue Registered: Vol. 31, No. 14 – Apr. 16 - 22, 1997	Onion, Inc.	TX0005498575	15-MAR- 2002	United States
The Onion (serial) Issue Registered: Vol. 31, No. 15 – Apr. 23 - 29, 1997	Onion, Inc.	TX0004466781	23-APR- 1997	United States
The Onion (serial) Issue Registered: Vol. 31, No. 16 – Apr. 30, 1997 to May 06, 1997	Onion, Inc.	TX0004484874	30-APR- 1997	United States
The Onion (serial) Issue Registered: Vol. 31, No. 17 – May 7 - 13, 1997	Onion, Inc.	TX0004551072	07-MAY- 1997	United States
The Onion (serial) Issue Registered: Vol. 31, No. 18 – May 14 - 20, 1997	Onion, Inc.	TX0004492657	14-MAY- 1997	United States

The Onion (serial) Issue Registered: Vol. 31, No. 19 – May 21, 1997 to June 03, 1997	Onion, Inc.	TX0004488013	22-MAY- 1997	United States
The Onion (serial) Issue Registered: Vol. 31, No. 20 – Jun. 4 - 17, 1997	Onion, Inc.	TX0004497524	04-JUN- 1997	United States
The Onion (serial) Issue Registered: Vol. 31, No. 21 – Jun. 18, 1997 to July 8, 1997	Onion, Inc.	TX0004505483	18-JUN- 1997	United States
The Onion (serial) Issue Registered: Vol. 31, No. 21, 23, 24 - - June 18, 1997 to Aug. 5, 1997	Onion, Inc.	TX0005450149	19-DEC- 2001	United States
The Onion (serial) Issue Registered: Vol. 31, No. 23 – Jul. 9 - 22, 1997	Onion, Inc.	TX0004511682	08-JUL- 1997	United States
The Onion (serial) Issue Registered: Vol. 31, No. 21, 23-24 – Jun. 18, 1997 - to Aug. 5, 1997	Onion, Inc.	TX0005450149	19-DEC- 2001	United States
The Onion (serial) Issue Registered: Vol. 31, No. 24 – Jul. 23, 1997	Onion, Inc.	TX0004516167	23-JUL- 1997	United States
The Onion (serial) Issue Registered: Vol. 31, No. 24 – Jul. 23, 1997	Onion, Inc.	TX0005450149	19-DEC- 2001	United States
The Onion (serial) Issue Registered: Vol. 32, No. 1 – Aug. 6 - 12, 1997	Onion, Inc.	TX0004525410	06-AUG- 1997	United States

The Onion (serial) Issue Registered: Vol. 32, No. 2 – Aug. 13 - 19, 1997	Onion, Inc.	TX0004528975	14-AUG- 1997	United States
The Onion (serial) Issue Registered: Vol. 32, No. 3 – Aug. 20 - 26, 1997	Onion, Inc.	TX0004540785	20-AUG- 1997	United States
The Onion (serial) Issue Registered: Vol. 32, No. 4 – Aug. 27, 1997 to Sep. 2, 1997	Onion, Inc.	TX0004534882	28-AUG- 1997	United States
The Onion (serial) Issue Registered: Vol. 32, No. 5 – Sep. 3 - 9, 1997	Onion, Inc.	TX0004534872	03-SEP- 1997	United States
The Onion (serial) Issue Registered: Vol. 32, No. 6 – Sep. 10 - 16, 1997	Onion, Inc.	TX0004540683	10-SEP- 1997	United States
The Onion (serial) Issue Registered: Vol. 32, No. 7 – Sep. 17 - 23, 1997	Onion, Inc.	TX0004557545	17-SEP- 1997	United States
The Onion (serial) Issues Registered: Vol. 32, No. 8 – Sep. 24 - 30, 1997	Onion, Inc.	TX0004553840	24-SEP- 1997	United States
The Onion (serial) Issues Registered: Vol. 32, No. 9 – Oct. 1 - 7, 1997	Onion, Inc.	TX0004562025	16-OCT- 1997	United States
The Onion (serial) Issues Registered: Vol. 32, No. 10 – Oct. 8 - 14, 1997	Onion, Inc.	TX0004562027	16-OCT- 1997	United States
The Onion (serial) Issue Registered: Vol. 32, No. 11 – Oct. 15, 1997	Onion, Inc.	TX0004562026	16-OCT- 1997	United States

The Onion (serial) Issue Registered: Vol. 32, No. 13 – Oct. 29, 1997 to Nov. 4, 1997	Onion, Inc.	TX0004574357	30-OCT- 1997	United States
The Onion (serial) Issues Registered: Vol. 32, No. 14 – Nov. 5 - 11, 1997	Onion, Inc.	TX0004584572	05-NOV- 1997	United States
The Onion (serial) Issues Registered: Vol. 32, No. 15 – Nov. 12, 1997	Onion, Inc.	TX0004590366	13-NOV- 1997	United States
The Onion (serial) Issues Registered: Vol. 32, No. 16 – Nov. 19, 1997 to Dec. 2, 1997	Onion, Inc.	TX0004581541	19-NOV- 1997	United States
The Onion (serial) Issues Registered: Vol. 32, No. 17 – Dec. 3 - 9, 1997	Onion, Inc.	TX0004590374	11-DEC- 1997	United States
The Onion (serial) Issues Registered: Vol. 32, No. 18 – Dec. 10 - 16, 1997	Onion, Inc.	TX0004602121	10-DEC- 1997	United States
The Onion (serial) Issues Registered: Vol. 32, No. 19 – Dec. 17, 1997 to Jan. 13, 1998	Onion, Inc.	TX0004612940	17-DEC- 1997	United States
The Onion (serial) Issues Registered: Vol. 29, Nos. 1 thru 12 – Jan. 16-Apr. 9, 1996 Vol. 29, Nos. 13 thru 24 – Apr. 10-Aug. 6, 1996 Vol. 30, Nos. 1 thru 9 – Oct. 15, 1996 Vol. 30, Nos. 10 thru 19 – Oct. 16, 1997-Jan. 14, 1997	Onion, Inc.	TX0004996092 TX0004975838 TX0004989163 TX0004975840	20-SEP- 1999 17-SEP- 1999 13-SEP- 1999 09-SEP- 1999	United States

<p>The Onion (serial)</p> <p>Issues Registered:</p> <p>Vol. 27, Nos. 1 thru 4 – Jan. 17-Feb. 14, 1995</p> <p>Vol. 27, Nos. 6 thru 8 – Feb. 21-Mar. 20, 1995</p> <p>Vol. 27, Nos. 9 thru 18 – Mar. 21-Jun. 19, 1995</p> <p>Vol. 27, Nos. 19 thru 21 – Jun. 20-Aug. 7, 1995</p> <p>Vol. 28, Nos. 1 thru 12 – Aug. 8-Nov. 6, 1995</p> <p>Vol. 28, Nos. 13 thru 18 – Nov. 7-Jan. 15, 1996</p>	<p>Onion, Inc.</p>	<p>TX0004993092 TX0004986341 TX0005104150 TX0005104151 TX0004986406 TX0004986379</p>	<p>29-SEP-1999</p> <p>29-SEP-1999</p> <p>21-SEP-1999</p> <p>21-SEP-1999</p> <p>21-SEP-1999</p> <p>20-SEP-1999</p>	<p>United States</p>
<p>The Onion (serial)</p> <p>Issues Registered:</p> <p>Vol. 25, Nos. 1 thru 6 – Jan. 18-Feb. 28, 1994</p> <p>Vol. 25, Nos. 7 thru 14 – Mar. 1-May 2, 1994</p> <p>Vol. 25, Nos. 15 thru 19 – May 3-Aug. 8, , 1994</p> <p>Vol. 26, Nos. 1 thru 6 – Aug. 9-Sep. 26, 1994</p> <p>Vol. 26, Nos. 7 thru 17 – Sep. 27-Jan. 16, 1995</p>	<p>Onion, Inc.</p>	<p>TX0004993091 TX0004986346 TX0004986345 TX0003767420 TX0004986366</p>	<p>27-SEP-1999</p> <p>30-SEP-1999</p> <p>30-SEP-1999</p> <p>29-SEP-1999</p> <p>23-SEP-1999</p>	<p>United States</p>
<p>The Onion (serial)</p> <p>Issues Registered:</p> <p>Vol. 23, Nos. 1 thru 12 – Jan. 12-Apr. 12, 1993</p> <p>Vol. 23, Nos. 13 thru 20 – Apr. 13-Aug. 03, 1993</p> <p>Vol. 24, Nos. 1 thru 6 – Aug. 3-Sep. 27, 1993</p> <p>Vol. 24, Nos. 7 thru 10 – Sep. 28-Oct. 25, 1993</p> <p>Vol. 24, Nos. 11 thru 17 – Oct. 26-Jan. 17, 1994</p>	<p>Onion, Inc.</p>	<p>TX0004993068 TX0004986481 TX0004993090 TX0003767410 TX0004986338</p>	<p>07-OCT-1999</p> <p>07-OCT-1999</p> <p>27-SEP-1999</p> <p>07-OCT-1999</p> <p>30-SEP-1999</p>	<p>United States</p>

<p>The Onion (serial)</p> <p>Issues Registered: Vol. 21, Nos. 1 thru 8 – Jan. 14-Mar. 16, 1992 Vol. 21, Nos. 9 thru 15 – Mar. 17-Apr. 04, 1992 Vol. 21, Nos. 16 thru 18 – May 5-Jul. 20, 1992 Vol. 21, No. 19 – Jul. 21, 1992 – Aug. 3, 1992 Vol. 22, Nos. 1 thru 7 – Aug. 25-Oct. 5, 1992 Vol. 22, Nos. 8 thru 16 – Oct. 6-Jan. 11, 1993</p>	<p>Onion, Inc.</p>	<p>TX0004997622 TX0005060352 TX0005060353 TX0005066665 TX0005093468 TX0005000193</p>	<p>14-OCT-1999 15-OCT-1999 15-OCT-1999 15-OCT-1999 06-APR-2000 13-OCT-1999</p>	<p>United States</p>
<p>The Onion (serial)</p> <p>Issue Registered: Vol. 19, Nos. 1 thru 4 – Jan. 15-Feb. 11, 1991 Vol. 19, Nos. 5 thru 12 – Feb. 12-Apr. 15, 1991 Vol. 19, Nos. 14 thru 17 – Apr. 16-Jun. 17, 1991 Vol. 19, No. 18 – Jun. 18, 1991 – July 15, 1991 Vol. 19, No. 19 – Jul. 16, 1991 – Aug. 25, 1991 Vol. 20, Nos. 1 thru 7 – Aug. 26-Oct. 14, 1991 Vol. 20, Nos. 8 thru 15 – Oct. 15-Jan. 12, 1992</p>	<p>Onion, Inc.</p>	<p>TX0005028391 TX0005000194 TX0005100796 TX0005106144 TX0005115698 TX 0005022558 TX0005022557</p>	<p>20-DEC-1999 20-OCT-1999 21-APR-2000 20-APR-2000 20-APR-2000 08-NOV-1999 08-NOV-1999</p>	<p>United States</p>
<p>The Onion (serial)</p> <p>Issues Registered: Vol. 17, Nos. 1 thru 3 – Jan. 16-Jan. 30, 1990 Vol. 17, Nos. 4 thru 11 – Jan. 30-Apr. 3, 1990 Vol. 17, No. 12 – Apr. 10, 1990 Vol. 17, No. 14 – Apr. 17, 1990 Vol. 17, No. 15 – Apr. 24, 1990</p>	<p>Onion, Inc.</p>	<p>TX0005135715 TX0005054071 TX0005289837 TX0005289836 TX0005289835 TX0005289833 TX0005289834 TX0005294941 TX0005294942 TX0005093386 TX005046408 TX0005231598 TX0005231597</p>	<p>12-JUN-2000 11-FEB-2000 19-MAR-2001 19-MAR-2001 19-MAR-2001 19-MAR-2001 19-MAR-2001 19-MAR-2001 19-MAR-2001</p>	<p>United States</p>

Vol. 17, No. 16 – May 1, 1990 Vol. 17, No. 17 – May 8, 1990 Vol. 17, No. 18 – Jun 19, 1990 Vol. 17, No. 19 – Jul. 17, 1990 Vol. 18, Nos. 1 thru 3 – Aug. 27-Sep. 11, 1990 Vol. 18, Nos. 4 thru 10 – Sep. 18-Oct. 30, 1990 Vol. 18, Nos. 12 – Nov. 13, 1990 Vol. 18, No. 13 – Nov. 27, 1990 Vol. 18, No. 14 – Dec. 4, 1990 Vol. 18, No. 11 – Nov. 6, 1990 Vol. 18, No. 15 – Dec. 11, 1990		TX0005231596 TX0005231599 TX0005236074	19-MAR-2001 19-MAR-2001 20-APR-2000 03-FEB-2000 20-APR-2000 20-APR-2000 20-APR-2000 20-APR-2000 20-APR-2000 20-APR-2000	
Vol. 15, Nos. 1 thru 9 – Jan. 17-Mar. 14, 1989 Vol. 15, Nos. 10 thru 17 – Mar. 28-May 9, 1989 Vol. 16, Nos. 1 thru 10 – Aug. 28-Oct. 31, 1989 Vol. 16, Nos. 11 thru 16 – Nov. 7-Dec. 12, 1989	Onion, Inc.	TX0005325614 TX0005131096 TX0005129656 TX0005129657	19-MAR-2001 05-APR-2000 05-JUL-2000 05-JUL-2000	United States
The Onion (serial) Issues Registered: Vol. 14, Nos. 1 thru 9 – Aug. 29-Oct. 25, 1988 Vol. 14, Nos. 10 thru 16 – Nov. 1-Dec. 13, 1988	Onion, Inc.	TX0005129729 TX0005129730	10-JUL-2000 10-JUL-2000	United States
Lifehacker: 88 Tech Tricksto Turbocharge Your Day	Gizmodo Media Group, LLC ³	TX0006819132	20-AUG-2007	United States
Lifehacker: The Guide to Working Smarter, Faster, and Better, 3rd Edition	Gizmodo Media Group, LLC ⁴	TX0007439587	26-OCT-2011	United States

³ Registered to the name of Gawker Media but subsequently assigned to Gizmodo Media Group, LLC.

⁴ Registered to the name of Gawker Media but subsequently assigned to Gizmodo Media Group, LLC.

Upgrade Your Life: The Lifestacker Guide to Working Smarter, Faster, Better, 2nd Edition	Gizmodo Media Group, LLC ⁵	TX0007111198	22-DEC-2009	United States
The Book of Jezebel: An Illustrated Encyclopedia of Lady Things	Gizmodo Media Group, LLC ⁶	TX0007828289	07-FEB-2014	United States
THE ONION: OUR DUMB WORLD	The Onion, Inc.	TX0006911509	11/13/2007	United States
Onion radio news.	Onion, Inc.	SR0000237424	10/07/1998	United States
Onion presents Our dumb century 2000 calendar.	Onion, Inc.	TX0005080187	11/04/1999	United States
Onion radio news : the complete collection : vol. 1-6.	Onion, Inc.	SR0000284596	08/21/2000	United States
Our dumb century / edited by Scott Dikkers.	Onion, Inc.	TX0005026603	05/11/1999	United States
Onion dispatches from the Tenth circle : the best of the Onion, year 2002 calendar / design by Scott K. Templeton.	Onion, Inc.	TX0005485295	02/08/2002	United States
Onion presents Our dumb century, year 2002 calendar / design by Scott K. Templeton.	Onion, Inc.	TX0005485294	02/08/2002	United States
Our dumb century : 2002 day-by-day calendar.	Onion, Inc.	TX0005487383	02/08/2002	United States
ONION A.V. CLUB: THE TENACITY OF THE COCKROACH Conversations With Entertainment's Most Enduring Outsiders.	Onion, Inc.	TX0006986440	04/09/2008	United States
Onion : dispatches from the Tenth Circle, 2003 day-by-day calendar.	Onion, Inc.	TX0005773374	11/13/2002	United States
Our dumb century : 2003 day-by-day calendar.	Onion, Inc.	TX0005637823	11/19/2002	United States
ONION AD NAUSEAM: Fanfare for the Area Man, Complete News Archives, Volume 15.	Onion, Inc.	TX0007000875	04/23/2008	United States

⁵ Registered to the name of Gawker Media but subsequently assigned to Gizmodo Media Group, LLC.

⁶ Registered to the name of Gawker Media but subsequently assigned to Gizmodo Media Group, LLC.

ONION PRESENTS EMBEDDED IN AMERICA: Complete News Archives, Volume 16.	Onion, Inc.	TX0007004891	05/01/2008	United States
Onion presents Homeland insecurity : complete news archives : vol. 17.	Onion, Inc.	TX0006489325	12/22/2006	United States
ONION PRESENTS A BOOK OF JEAN'S OWN! ALL NEW WIT, WISDOM, AND WACKINESS FROM THE ONION'S BELOVED HUMOR COLUMNIST.	Onion, Inc.	TX0007250936	10/12/2010	United States
ONION PRESENTS CHRISTMAS EXPOSED: Holiday Coverage from America's Finest News Source.	Onion, Inc.	TX0007449993	11/18/2011	United States
Perfect Murder.	Onion, Inc.	SR0000851075	08/05/2019	United States
Very Fatal Murder, A Perfect Murder.	Onion, Inc.	SR0000847186	03/25/2019	United States
What I Know and What I Don't Know Yet.	Onion, Inc.	SR0000852461	08/05/2019	United States
Calloway Day.	Onion, Inc.	SR0000852453	08/05/2019	United States
Game Changer.	Onion, Inc.	SR0000852466	08/05/2019	United States
Official Story.	Onion, Inc.	SR0000852452	08/05/2019	United States
Part 1: Did My Police Department Miss Something?	Onion, Inc.	SR0000852472	08/05/2019	United States
Part 2: Did My Police Department Miss Something?	Onion, Inc.	SR0000852478	08/05/2019	United States
New Beginning.	Onion, Inc.	SR0000852448	08/05/2019	United States

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Country</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None.				

III. MATERIAL UNREGISTERED COPYRIGHTED SOFTWARE

Kinja: an internal content management system, used to publish content, owned by G/O Media, Inc.

IV. COPYRIGHT LICENSES

Agreement	Date	Parties	Description
License Agreement for GMG Intellectual Property in Australia and New Zealand	10/22/2016	Gizmodo Media Group, LLC and Allure Media Pty Limited	Relates to Gizmodo Media Group, LLC licensed content in Australia and New Zealand
Trademark, Domain Names and Secondary Domain Names License Agreement	07/01/2006 (as later amended and renewed)	Gizmodo Media Group, LLC and Mediagene Inc.	Relates to Gizmodo Media Group, LLC licensed content in Japan
Website Content License Agreement	07/01/2006 (as later amended and renewed)	Gizmodo Media Group, LLC and Mediagene Inc.	Relates to Gizmodo Media Group, LLC licensed content in Japan