

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4895119

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CLUBCOM, LLC	03/29/2018
RECEIVING PARTY DATA	
Name:	STONEGATE ASSET COMPANY II, LLC
Street Address:	123 N. WACKER, SUITE 1160
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6991586
Patent Number:	7756743
Patent Number:	8386306
Patent Number:	7058412
Patent Number:	8095950
CORRESPONDENCE DATA	
Fax Number:	(312)876-7934
<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:	312.876.8000
Email:	patents.us@dentons.com
Correspondent Name:	DENTONS US LLP
Address Line 1:	P.O. BOX 061080
Address Line 4:	CHICAGO, ILLINOIS 60606-1080
ATTORNEY DOCKET NUMBER:	15259225-000011
NAME OF SUBMITTER:	TEDDI K. TRAUTNER
SIGNATURE:	/Teddi K. Trautner, Paralegal/
DATE SIGNED:	04/02/2018
Total Attachments: 3	
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GRANT OF SECURITY INTEREST
IN PATENTS

March 29, 2018

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, CLUBCOM, LLC, a Delaware limited liability company (formerly known as ClubCom, Inc., a Delaware corporation) ("Grantor"), having its principal office at 8 Penn Center W, Suite 100, Pittsburgh, Pennsylvania 15205, hereby grants to STONEGATE ASSET COMPANY II, LLC, a Delaware limited liability company ("Grantee"), a security interest in (a) all of Grantor's right, title and interest in and to the United States patents set forth on Schedule A attached hereto (collectively, the "Patents", and each, a "Patent"), (b) all renewals, continuations, divisionals, continuations-in-part, reissues and re-examinations thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, (e) all of Grantor's rights corresponding thereto throughout the world and (f) all proceeds and products of each Patent.

THIS GRANT is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Credit Agreement among Zoom Media Corp., Grantor, the Guarantors (as defined in the Credit Agreement) party thereto and Grantee, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"). Upon termination of the Credit Agreement and the Security Agreement (as defined in the Credit Agreement), Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor's request and at Grantor's expense, an instrument in writing releasing the security interest in the Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth above.

GRANTOR:

CLUBCOM, LLC

By: ZOOM MEDIA CORP., its sole member

By:  _____

Name: Brian Lindy

Title: Chief Financial Officer

Schedule A

UNITED STATES PATENTS

Description	Owner	Registration Number	Registration Date
Data Storage and Communication Network for Use with Exercise Units	ClubCom, LLC	6,991,586	January 31, 2006
System and Method for Branding a Facility	ClubCom, LLC	7,756,743	July 13, 2010
System and Method for Branding a Facility	ClubCom, LLC	8,386,306	February 26, 2013
Combined Advertising and Entertainment System Network	ClubCom, LLC	7,058,412	June 6, 2006
System and Method for Delivering Audio and Video Content to Remote Facilities Based Upon Input Advertising Content Selections	ClubCom, LLC	8,095,950	January 10, 2012