

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5629707

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SAYMEDIA, INC.	06/10/2019
HUBPAGES, INC.	06/10/2019
RECEIVING PARTY DATA	
Name:	BRF FINANCE CO., LLC
Street Address:	299 PARK AVENUE
Internal Address:	21ST FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10171
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8156176
Patent Number:	7809802
Patent Number:	7769819
Patent Number:	9584629
Patent Number:	8898072
CORRESPONDENCE DATA	
Fax Number:	(617)502-5002
<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:	617-248-5000
Email:	PatentDocket@choate.com
Correspondent Name:	CHOATE HALL & STEWART LLP-PATENT DOCKET
Address Line 1:	TWO INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	2013401-0001
NAME OF SUBMITTER:	BRIAN E. REESE
SIGNATURE:	/Brian E. Reese/
DATE SIGNED:	07/22/2019

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (this “Patent Security Agreement”), dated as of June 10, 2019, by each of the undersigned (collectively, the “Grantors” and each, a “Grantor”), in favor of BRF FINANCE CO., LLC, as Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 10, 2019 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”), by and among THEMAVEN, INC., a Delaware corporation (the “Borrower”), CERTAIN DIRECT AND INDIRECT SUBSIDIARIES OF THE BORROWER FROM TIME TO TIME PARTY THERETO (the “Subsidiary Grantors” and, collectively with the Borrower, the “Grantors”) and BRF FINANCE CO., LLC, as agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Agent”).

WHEREAS, each Grantor is required to execute and deliver to the Agent this Patent Security Agreement for the benefit of the Secured Parties.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor’s right, title and interest in, to and under any Patents and Patent Licenses constituting Collateral owned by such Grantor (collectively, the “Patent Collateral”), whether now owned or existing or hereafter acquired or arising and wherever located, including all Patents set forth on Schedule I hereto.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Patent Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Patent Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Patent Security Agreement as to the parties hereto and may be used in lieu of the original Patent Security Agreement and signature pages for all purposes.

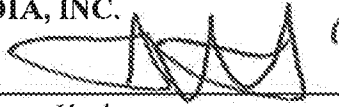
5. TERMINATION OR RELEASE. This Patent Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 9 of the Security Agreement.

6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAY MEDIA, INC.

By:  _____

Name: James Heckman

Title: President & Chief Executive Officer

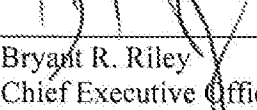
HUBPAGES, INC.

By:  _____

Name: James Heckman

Title: President & Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:
BRF FINANCE CO., LLC,
as Agent

By: 
Name: Bryant R. Riley
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

Schedule I

Patent Applications and Issued Patents

Owner Name	Title	Application No.	Application Date	Registration Date	Registration No.
Say Media, Inc.	Browser Based Multi-Clip Video Editing	11620779	Jan 8, 2007	Apr 10, 2012	8156176
Say Media, Inc.	Browser Based Video Editing	11620783	Jan 8, 2007	Oct 5, 2010	7809802
Say Media, Inc.	Video Editing With Timeline Representations	11620785	Jan 8, 2007	Aug 3, 2010	7769819
Say Media, Inc.	Systems and Methods for Managing and Publishing Managed Content	15145,685	May 3, 2016	Feb 28, 2017	9584629
HubPages, Inc.	Optimizing electronic display of advertising content	11/738,421	Apr 20, 2007	Nov 25, 2014	8,898,072