

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TECHMEDIANETWORK, INC.		01/13/2014	CORPORATION: DELAWARE
BESTOFMEDIA, LLC		01/13/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
BUYERZONE.COM LLC		01/13/2014	LIMITED LIABILITY COMPANY: DELAWARE
HERMAN STREET, LLC		01/13/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	M/C 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association: TEXAS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3235845	LIVE SCIENCE
Registration Number:	2893482	SPACE.COM
Registration Number:	3680693	NEWSARAMA
Registration Number:	3346859	EXPLORE · }{· ZONE
Registration Number:	3346858	· }{·
Registration Number:	3346770	EXPLOREZONE
Registration Number:	2486065	SPACEKIDS
Registration Number:	2110173	SPACE ONLINE
Registration Number:	3907518	LEADO2

CH \$290.00 3235845

Registration Number:	3907515	LEADO2
Registration Number:	2069337	BUYERZONE

**CORRESPONDENCE DATA**

Fax Number: 8585506420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 858-550-6403  
Email: erin.obrien@cooley.com  
Correspondent Name: Erin O'Brien  
Address Line 1: c/o Cooley LLP  
Address Line 2: 4401 Eastgate Mall  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1456 TMN
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	01/14/2014

**Total Attachments: 8**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 13, 2014 by and among COMERICA BANK ("**Bank**"), TECHMEDIANETWORK, INC., a Delaware corporation, BESTOFMEDIA, LLC, a California limited liability company, BUYERZONE.COM LLC, a Delaware limited liability company, and HERMAN STREET, LLC, a Delaware limited liability company (collectively, the "**Grantor**").

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**B.** Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2425 Lincoln Avenue, 9th Floor  
Ogden, UT 84401  
Attn: Chief Executive Officer

"GRANTOR"

TECHMEDIANETWORK INC.

By: Randall J. Bambrugh  
Name: Randall J. Bambrugh  
Title: CEO

BESTOFMEDIA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYERZONE.COM LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HERMAN STREET, LLC

By: Randall J. Bambrugh  
Name: Randall J. Bambrugh  
Title: CEO

Address of Bank:

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152

Attn: Livonia Operations Center

BANK:

COMERICA BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Address of Grantor:


2425 Lincoln Avenue, 9th Floor  
Ogden, UT 84401  
Attn: Chief Executive Officer

**"GRANTOR"**

**TECHMEDIANETWORK, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BESTOFMEDIA, LLC**

By:  \_\_\_\_\_  
Name: Antoine Boulin  
Title: President

**BUYERZONE.COM LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HERMAN STREET, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Bank:

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152

Attn: Livonia Operations Center

**BANK:**

**COMERICA BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Address of Grantor:

2425 Lincoln Avenue, 9th Floor  
Ogden, UT 84401  
Attn: Chief Executive Officer

"GRANTOR"

TECHMEDIANETWORK INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BESTOFMEDIA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYERZONE.COM LLC

By: *Mark R. Bailey*  
Name: Mark R. Bailey  
Title: CEO

HERMAN STREET, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Bank:

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152

Attn: Livonia Operations Center

BANK:

COMERICA BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Ogden, UT 84401  
Attn: Chief Executive Officer

"GRANTOR"

TECHMEDIANETWORK, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BESTOFMEDIA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYERZONE.COM LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HERMAN STREET, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


Address of Bank:

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152

Attn: Livonia Operations Center

BANK:

COMERICA BANK

By:   
Name: Walter Weston  
Title: VP

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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1.



**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LIVE SCIENCE	3,235,845	05/01/07
SPACE.COM	2,893,482	10/12/04
NEWSARAMA	3,680,693	09/08/09
EXPLORE } { ZONE	3,346,859	12/04/07
} {	3,346,858	12/04/07
EXPLOREZONE	3,346,770	12/04/07
SPACEKIDS	2,486,065	09/04/01
SPACE ONLINE	2,110,173	10/28/97
LEADO2	3,907,518	01/18/11
LEADO2	3,907,515	01/18/11
BUYERZONE	2,069,337	06/10/97