

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Invnt, LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
League Sports Services LLC		07/31/2015	LIMITED LIABILITY COMPANY: NEW YORK
Time Inc. Play		07/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as Collateral Agent		
Street Address:	1615 Brett Road		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4161089	VIBE	
Registration Number:	4017542	INVNT	
Registration Number:	4393811	CHALLENGE EVERYTHING	
Registration Number:	3964344	SPORTSSIGNUP	
Registration Number:	4075923	SPORTSSIGNUP	
Registration Number:	3977491	KIDSAFEPLUS	
Registration Number:	3978291	EASYMERCHANT	
Registration Number:	3978224	MYSPORTSSTORE	
Registration Number:	4493804	EASY FOR YOU. EASY FOR ALL.	
Registration Number:	3978225	MY SPORTS STORE	
Registration Number:	3536640	ISCORES	
Serial Number:	86499628	TEAMWALL	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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>			
TRADEMARK			

CH \$315.00 4161089

Phone: 6502515047
Email: jnull@stblaw.com
Correspondent Name: Michelle Morad
Address Line 1: 2475 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 017670/0101

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 08/06/2015

Total Attachments: 6

source=Joinder - Trademark Security Agreement (EXECUTED) (8-6-2015)#page1.tif

source=Joinder - Trademark Security Agreement (EXECUTED) (8-6-2015)#page2.tif

source=Joinder - Trademark Security Agreement (EXECUTED) (8-6-2015)#page3.tif

source=Joinder - Trademark Security Agreement (EXECUTED) (8-6-2015)#page4.tif

source=Joinder - Trademark Security Agreement (EXECUTED) (8-6-2015)#page5.tif

source=Joinder - Trademark Security Agreement (EXECUTED) (8-6-2015)#page6.tif

TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2015 (this “**Agreement**”), among the Grantors identified on Schedule I hereto, each as Grantor (each, a “**New Subsidiary**” and together, the “**New Subsidiaries**”) and CITIBANK, N.A., located at 1615 Brett Road, Building III New Castle, DE 19720, as Collateral Agent for the Secured Parties (the “**Collateral Agent**”).

Reference is made to the Security Agreement, dated as of May 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, as Grantor, the other Grantors party thereto from time to time and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of April 24, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Subsidiary Guarantors party thereto from time to time, each lender party thereto from time to time (collectively, the “**Lenders**” and individually, a “**Lender**”) and Citibank, N.A., as Administrative Agent. Each New Subsidiary is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks under any Lines of Credit, Secured Hedge Agreements and Treasury Services Agreement and each New Subsidiary is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Lines of Credit, Secured Hedge Agreements and Treasury Services Agreements. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each New Subsidiary, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such New Subsidiary or in which such New Subsidiary now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all

renewals thereof, as well as any unregistered trademarks and service marks used by such New Subsidiary, including those listed on Schedule II hereto, and (b) all goodwill connected with the use thereof and symbolized thereby; *provided* that the grant of security interest shall not include any “**intent-to-use**” trademark applications prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that a Lien on such intent-to-use trademark applications prior to such filings would adversely affect the enforceability or validity of such intent-to-use trademark applications.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a New Subsidiary’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such New Subsidiary’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to such New Subsidiary as such New Subsidiary may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate with any efforts made by such New Subsidiary to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each New Subsidiary hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SI PLAY LLC
TIME INC. PLAY
TI EXPERIENTIAL INC.
INVNT, LLC
LEAGUE SPORTS SERVICES LLC
LEAGUEATHLETICS.COM LLC
LSS FOOTBALL LLC

By: 

Name: Lawrence Jacobs

Title: Authorized Officer

CITIBANK, N.A.,
as Collateral Agent

By: Monique Renta
Name: Monique Renta
Title: Vice President


Schedule I

SI Play LLC
Time Inc. Play
TI Experiential Inc.
Invnt, LLC
League Sports Services LLC
LeagueAthletics.com LLC
LSS Football LLC

Schedule II

UNITED STATES Trademarks, Service Marks and Trademark Applications

Trademarks:

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Invnt, LLC	Vibe	4,161,089
Invnt, LLC	inVNT	4,017,542
Invnt, LLC	Challenge Everything	4,393,811
League Sports Services LLC	SPORTSSIGNUP	3,964,344
League Sports Services LLC		4,075,923
League Sports Services LLC	KIDSAFEPLUS	3,977,491
League Sports Services LLC	EASYMERCHANT	3,978,291
League Sports Services LLC	MYSPO RTSSTORE	3,978,224
League Sports Services LLC	EASY FOR YOU.EASY FOR ALL.	4,493,804
League Sports Services LLC		3,978,225
Time Inc. Play	ISCORES	3,536,640

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>
League Sports Services LLC	TEAMWALL	86/499,628