

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412294

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carrot Creative, LLC		12/30/2016	Limited Liability Limited Partnership: NEW YORK
Vice Media LLC		12/30/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	IL1-1145/54/63, P.O. Box 6026
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60680
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4295877	CARROT CREATIVE
Registration Number:	4454893	CARROT
Registration Number:	4962283	CARROT
Registration Number:	4429071	CARROT CREATIVE
Registration Number:	4742813	FIGHTLAND
Registration Number:	4742830	FIGHTLAND
Registration Number:	4915513	BLACK MARKET
Registration Number:	4413712	MOTHERBOARD
Registration Number:	4688917	NOISEY
Registration Number:	3950234	THE CREATORS PROJECT

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th fl

OP \$265.00 4295877

Address Line 2: (049067-0167)
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049067-0167
NAME OF SUBMITTER:	Adam Kummins
SIGNATURE:	/Adam Kummins/
DATE SIGNED:	01/13/2017

Total Attachments: 23

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**TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

Dated as of December 30, 2016

WHEREAS, Vice Media LLC and Carrot Creative LLC (collectively, the “Grantors,” and each, individually, a “Grantor”), now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of December 30, 2016 (as may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement) among Vice Group Holding Inc., as Borrower, each Grantor and the other Guarantors referred to therein, the Lenders referred to therein and JPMorgan Chase Bank, N.A., as Administrative Agent and as Issuing Bank, the Lenders have agreed to make loans to Borrower, and the Issuing Bank has agreed to issue, and the Lenders have agreed to participate in, Letters of Credit for the accounts of Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of each Grantor including, without limitation, all right, title and interest of each Grantor in, to and under all of each Grantor’s Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of each Grantor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of its obligations under and in connection with its guaranty of the Obligations; and;

WHEREAS, the Administrative Agent and each Grantor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in and to all of each Grantor's right, title and interest in, to and under the following (all of the following items (i)-(iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of each Grantor:

(i) each Trademark, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each material or exclusive Trademark license, except for any such Trademark license made pursuant to a content license arrangement entered into in the ordinary course of business whose primary purpose is not the license of Trademark rights, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by each Grantor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing or any contrary provision herein or in any other Fundamental Document, "Trademark Collateral" shall not include (a) any Real Property other than Material Real Property, (b) motor vehicles and other assets subject to certificates of title and letter of credit rights (in each case, other than to the extent a Lien on such assets or such rights can be perfected by filing a UCC-1) and commercial tort claims with a value of less than \$2,000,000, (c) any lease, license or other agreement to the extent a grant of security interest therein is prohibited by applicable law, rule or regulation (in each case, except to the extent such prohibition is rendered ineffective after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code or other applicable Requirements of Law), (d) assets to the extent a security interest in such assets could reasonably be expected to result in material adverse tax consequences to the Borrower or its Subsidiaries as reasonably determined in good faith by the Borrower, (e) any lease, license or other agreement, to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than any Grantor or any of their respective Subsidiaries or Unrestricted Subsidiaries) except to the extent such violation, invalidation or termination right is rendered ineffective after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code or other applicable Requirements of Law, (f) those assets as to which the Administrative Agent and the Borrower reasonably agree that the cost or other consequence of obtaining such a security interest or perfection thereof are excessive in relation to the value afforded thereby, (g) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby (except to

the extent such prohibition or restriction is rendered ineffective after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code or other applicable Requirements of Law), (h) assets subject to Liens securing Permitted Film Financings, (i) any Excluded Securities, (j) any assets of any Excluded Subsidiaries), (k) any Third Party Funds, (l) any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, and (m) any other exceptions mutually agreed upon between the Borrower and the Administrative Agent (items (a) through (m), collectively, the "Excluded Property"); provided, that the Borrower may in its sole discretion elect to exclude any property from the definition of Excluded Property (in each case, solely to the extent agreed to by the Administrative Agent). Notwithstanding the foregoing, "Excluded Property" shall not include (i) any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property) or (ii) any Equity Interest in Vice Television Networks, LLC. For the avoidance of doubt, the Trademark Collateral shall include, with respect to each Grantor, all of such Grantor's right, title and interest in and to any independent common law rights in the trademarks or service marks that are the subject of the "intent to use" applications, whether now owned, currently existing or hereafter acquired or created.

Each Grantor agrees that if any Person shall do or perform any act which the Administrative Agent believes constitutes an infringement of any Trademark, or violates or infringes any right therein of each Grantor, the Administrative Agent, or the Lenders, or if any Person shall do or perform any act which the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, the Administrative Agent shall promptly notify the Grantors in writing of said infringement or unauthorized or unlawful acts and in the event any Grantor fails to take such steps and institute such suits or proceedings advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be reasonably advisable or necessary or proper for the full protection of the rights of any Grantor, the Lenders or the Administrative Agent, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect, then and in any such event, upon thirty (30) days' prior written notice to each Grantor (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such steps and institute such suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of each Grantor or in the names of the parties jointly. The Administrative Agent hereby agrees to give each Grantor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each Grantor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at each Grantor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. Each Grantor and the Administrative Agent hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are more fully set forth in the Credit Agreement, and are subject to the limitations (including certain rights of quiet enjoyment in favor of licensees) set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Administrative Agent (on behalf of the Secured Parties) shall execute and deliver to each Grantor, at each Grantor's request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or advisable to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, each Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and each Grantor. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by each Grantor (including its successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be duly executed by its duly Authorized Officer as of the date first set forth above.

VICE MEDIA LLC

By: 
Name: Sarah Broderick
Title: Chief Financial Officer

CARROT CREATIVE LLC

By: 
Name: Sarah Broderick
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**NEW YORK ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NEW YORK

COUNTY OF NY

On January 12, 2017, before me, Nyasha Foy, Notary Public, personally appeared Sarah Broderick who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  [SEAL]

NYASHA SHANI FOY
NOTARY PUBLIC-STATE OF NEW YORK
No. 02FO6293074
Qualified in New York County
My Commission Expires 11/8/17

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005966 FRAME: 0315

Accepted:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: **Tyler V. Lay**
Title: **Associate**

[Signature Page to Trademark Security Agreement]



TRADEMARK
REEL: 005966 FRAME: 0316


Schedule A
to Trademark Security Agreement

TRADEMARKS



(See attached.)


Trademark Records By Country


Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
Argentina							
Fight LLC	FIGHTLAND	Argentina	3390283	2779862	11 Jan 2016	41	Registered
	FIGHTLAND Logo						
Fight LLC		Argentina	3390284	2826800	22 Aug 2016	41	Registered
Vice Media LLC	BLACK MARKET	Argentina	3420069	2805502	23 May 2016	9	Registered
Vice Media LLC	BLACK MARKET	Argentina	3420070	2804663	23 May 2016	45	Registered
Vice Media LLC	GAYCATION	Argentina	3418886	2804512	23 May 2016	9	Registered
Vice Media LLC	GAYCATION	Argentina	3418888			39	Pending
Vice Media LLC	GAYCATION	Argentina	3418890	3418890	23 May 2016	41	Registered
Vice Media LLC	MOTHERBOARD	Argentina	3561620			41	Pending
Vice Media LLC	MOTHERBOARD	Argentina	3561621			42	Pending
Vice Media LLC	NOISEY	Argentina	3561618			41	Pending
Vice Media LLC	NOISEY	Argentina	3561619			42	Pending
Vice Media LLC	THE CREATORS PROJECT	Argentina	3004194	2435612	28 Apr 2011	41	Registered
Vice Media LLC	WEEDIQUETTE	Argentina	3400279			9	Pending
Vice Media LLC	WEEDIQUETTE	Argentina	3400280			41	Pending
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	Argentina	3420747	2804666	23 May 2016	9	Registered
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	Argentina	3420749	2804665	23 May 2016	41	Registered
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	Argentina	3420750	2804663	23 May 2016	45	Registered
Australia							
Fight LLC	FIGHTLAND	Australia	1678052			41	Pending
	FIGHTLAND Logo						
Fight LLC		Australia	1678056			41	Pending

Vice Media Inc.	MOTHERBOARD	Australia	1568421	1568421	12 Jul 2013	41,42	Registered
Vice Media Inc.	NOISEY	Australia	1430506	1430506	7 Aug 2013	9,25,35,38,41,42	Registered
Vice Media LLC	BLACK MARKET	Australia	1702407			9,41	Pending
Vice Media LLC	GAYCATION	Australia	1701575			9,39,41	Pending
Vice Media LLC	MOTHERBOARD	Australia	1804246			9	Pending
Vice Media LLC	NOISEY	Australia	1804243			9	Pending
Vice Media LLC	NOISEY	Australia	911945610			41,42	Pending
Vice Media LLC	THE CREATORS PROJECT	Australia	1362035	1362035	12 Dec 2010	41	Registered
Vice Media LLC	TONIC	Australia	A0061012			9,41,42	Pending
Vice Media LLC	WAYPOINT	Australia	1804254			9,41,42	Pending
Vice Media LLC	WEEDIQUETTE	Australia	1685968	1685968	28 Oct 2015	9,41	Registered
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	Australia	1703189			9,41,45	Pending
Brazil							
Fight LLC	FIGHTLAND	Brazil	909099022			41	Pending
Fight LLC	FIGHTLAND Logo	Brazil	909099073			41	Pending
							
Vice Media Inc.	MOTHERBOARD	Brazil	906547377	906547377	1 Oct 2016	42	Registered
Vice Media Inc.	MOTHERBOARD	Brazil	906547423	906547423	31 May 2016	41	Registered
Vice Media Inc.	NOISEY	Brazil	831282363	831282363	27 Jan 2015	42	Registered
Vice Media Inc.	NOISEY	Brazil	831282371	831282371	19 May 2015	41	Registered
Vice Media Inc.	NOISEY	Brazil	831282398	831282398	27 Jan 2015	9	Registered
Vice Media Inc.	NOISEY	Brazil	831282401	831282401	27 Jan 2015	35	Registered
Vice Media Inc.	NOISEY	Brazil	831282428	831282428	27 Jan 2015	25	Registered

Vice Media Inc.	NOISEY	Brazil	831282436	831282436	27 Jan 2015	38	Registered
Vice Media LLC	BASEMENT	Brazil	9111630000			41	Pending
Vice Media LLC	BASEMENT	Brazil	911163093			35	Pending
Vice Media LLC	BLACK MARKET	Brazil	909637300			9	Pending
Vice Media LLC	BLACK MARKET	Brazil	909637318			41	Pending
Vice Media LLC	GAYCATION	Brazil	909663068			9	Pending
Vice Media LLC	GAYCATION	Brazil	909663114			39	Pending
Vice Media LLC	GAYCATION	Brazil	909663165			41	Pending
Vice Media LLC	HUANG'S WORLD	Brazil	909647482			41	Pending
Vice Media LLC	HUANG'S WORLD	Brazil	909647674			9	Pending
Vice Media LLC	HUANG'S WORLD	Brazil	909647690			45	Pending
Vice Media LLC	MOTHERBOARD	Brazil	911802533			9	Pending
Vice Media LLC	MOTHERBOARD	Brazil	911945504			41	Pending
Vice Media LLC	MOTHERBOARD	Brazil	911945520			42	Pending
Vice Media LLC	NOISEY	Brazil	911802592			9	Pending
Vice Media LLC	NOISEY	Brazil	911945563			41	Pending
Vice Media LLC	NOISEY	Brazil	911945610			42	Pending
Vice Media LLC	THE CREATORS PROJECT	Brazil	830627898	830627898	26 Mar 2013	41	Registered
Vice Media LLC	TONIC	Brazil	911681221			9	Pending
Vice Media LLC	TONIC	Brazil	911681345			41	Pending
Vice Media LLC	TONIC	Brazil	911681353			42	Pending
Vice Media LLC	WAYPOINT	Brazil	912034661			9	Pending
	WAYPOINT						

Vice Media LLC		Brazil	912034726			41	Pending
Vice Media LLC	WAYPOINT	Brazil	912034750			42	Pending
Vice Media LLC	WEEDIQUETTE	Brazil	909223297			41	Pending
Vice Media LLC	WEEDIQUETTE	Brazil	909223319			9	Pending
Canada							
Fight LLC	FIGHTLAND	Canada	1717285			41	Pending
Fight LLC	FIGHTLAND Logo	Canada	1717288			41	Pending
							
Vice Media Inc.	MOTHERBOARD	Canada	1635019	TMA944620	1 Aug 2016	41,42	Registered
Vice Media Inc.	NOISEY	Canada	1532625			0,9	Pending
Vice Media LLC	BLACK MARKET	Canada	1736091			9,41	Pending
Vice Media LLC	FLOPHOUSE	Canada	1773462			9,41,42	Pending
Vice Media LLC	GAYCATION	Canada	1736570			9,39,41	Pending
Vice Media LLC	HUANG'S WORLD	Canada	1736941			9,41,45	Pending
Vice Media LLC	THE CREATORS PROJECT	Canada	1481572	TMA922489	7 Dec 2015	41	Registered
Vice Media LLC	TONIC	Canada	1802701			5,9,18,25,30,32,41,42	Pending
Vice Media LLC	WAYPOINT	Canada	1806684			9,18,25,28,41,42	Pending
Vice Media LLC	WEEDIQUETTE	Canada	1723702			9,41	Pending
China							
Fight LLC	FIGHTLAND	China	16494543	16494543	27 Apr 2016	41	Registered
Fight LLC	FIGHTLAND Logo	China	16502410	16502410	28 May 2016	41	Registered
							
Vice Media Inc.	MOTHERBOARD	China	12908191	12908191	14 Dec 2014	42	Registered
Vice Media Inc.	MOTHERBOARD	China	12908192	12908192	14 Feb 2015	41	Registered
Vice Media Inc.	NOISEY	China	9584248	9584248	7 Jul 2012	38	Registered

Vice Media Inc.	NOISEY	China	9584249	9584249	7 Jul 2012	35	Registered
Vice Media Inc.	NOISEY	China	9584250	9584250	7 Jul 2012	25	Registered
Vice Media Inc.	NOISEY	China	9584251	9584251	14 Aug 2012	9	Registered
Vice Media Inc.	NOISEY	China	9584287	9584287	7 Jul 2012	42	Registered
Vice Media Inc.	NOISEY	China	9584288	9584288	7 Jul 2012	41	Registered
Vice Media LLC	BLACK MARKET	China	17400571			9,41	To Lapse
Vice Media LLC	GAYCATION	China	17413793	17413793	14 Sep 2016	9,38,41,42	Registered
Vice Media LLC	NOISEY	China				9	Pending
Vice Media LLC	THE CREATORS PROJECT	China	8310690	8310690	21 Jul 2011	41	Registered
Vice Media LLC	THE CREATORS PROJECT	China	8418851	8418851	21 Mar 2016	41	Registered
Vice Media LLC	TONIC	China	A0061012			9,41,42	Pending
Vice Media LLC	WAYPOINT	China				9,41,42	Pending
Vice Media LLC	WEEDIQUETTE	China	16956169	16956169	21 Jul 2016	9,41	Registered
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	China	17413792	17413792	14 Sep 2016	9,41,45	Registered
Colombia							
Fight LLC	FIGHTLAND	Colombia	15045727	521086	31 Jul 2015	41	Registered
Fight LLC	FIGHTLAND Logo	Colombia	15045730	516522	29 May 2015	41	Registered
							
Vice Media LLC	BLACK MARKET	Colombia	15-146834			9,41	Pending
Vice Media LLC	GAYCATION	Colombia	15-140491	15-140491	13 Nov 2015	9,39,41	Registered
Vice Media LLC	MOTHERBOARD	Colombia	SD2016/0038880			9	Pending
Vice Media LLC	NOISEY	Colombia	SD2016/0038868			9	Pending
Vice Media LLC	NOISEY	Colombia	SD2016/0048561			41,42	Pending

Vice Media LLC	TONIC	Colombia	A0061012		9,41,42	Pending	
Vice Media LLC	WAYPOINT	Colombia	SD2016/0040028		9,41,42	Pending	
Vice Media LLC	WEEDIQUETTE	Colombia	15077966	529498	22 Dec 2015	9,41	Registered
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	Colombia	15150467	525765	30 Sep 2015	9,41,45	Registered
Egypt							
Vice Media LLC	MOTHERBOARD	Egypt	343807		9	Pending	
Vice Media LLC	MOTHERBOARD	Egypt	343808		41	Pending	
Vice Media LLC	MOTHERBOARD	Egypt	343809		42	Pending	
Vice Media LLC	NOISEY	Egypt	343810		9	Pending	
Vice Media LLC	NOISEY	Egypt	343811		41	Pending	
Vice Media LLC	NOISEY	Egypt	343812		42	Pending	
EUTM							
Carrot Creative, LLC	CARROT	EUTM	13303921		35	Pending	
Carrot Creative, LLC	CARROT	EUTM	13364104		35,42	Pending	
Carrot Creative, LLC	CARROT CREATIVE	EUTM	13363965		35,42	Pending	
Fight LLC	FIGHTLAND	EUTM	015369036		16,25,28	Pending	
Fight LLC	FIGHTLAND	EUTM	13775002		41	Pending	
Fight LLC	FIGHTLAND Logo	EUTM	015369011		16,25,28	Pending	
Fight LLC	FIGHTLAND Logo	EUTM	13776828		41	Pending	
Fight LLC	VICE FIGHTLANDTV & Design	EUTM	14911754		41	Pending	

Vice Media Inc.	MOTHERBOARD	EUTM	11978442	11978442	12 Dec 2013	41,42	Registered
Vice Media Inc.	NOISEY	EUTM	10040996			35	Pending
Vice Media Inc.	NOISEY	EUTM	12406864	12406864	10 Dec 2013	9,25,38,41,42	Registered
Vice Media LLC	BLACK MARKET	EUTM	014287461	014287461	14 Dec 2015	9,41	Registered
Vice Media LLC	FLOPHOUSE	EUTM	15273089			9,41,42	Pending
Vice Media LLC	GAYCATION	EUTM	014359517			9,39,41	To Lapse
Vice Media LLC	GAYCATION	EUTM	14978506			9,41	Pending
Vice Media LLC	MOTHERBOARD	EUTM	015371164			21,25,28	Pending
Vice Media LLC	MOTHERBOARD	EUTM	015592124			9	Pending
Vice Media LLC	MOTHERBOARD	EUTM	016064801			41,42	Pending
Vice Media LLC	NOISEY	EUTM	015371313			9,14,16,25,28	Pending
Vice Media LLC	NOISEY	EUTM	16068702			41,42	Pending
Vice Media LLC	THE CREATORS PROJECT	EUTM	9111741	9111741	29 Nov 2010	41	Registered
Vice Media LLC	TONIC	EUTM	A0061012			5,9,18,25,30,32,41,42	Pending
Vice Media LLC	WAYPOINT	EUTM	015948193			9,18,25,28,41,42	Pending
Vice Media LLC	WEEDIQUETTE	EUTM	015380876			3,5,9,25,28,30,32,33,34	Pending
Vice Media LLC	WEEDIQUETTE	EUTM	13915814	13915814	15 Sep 2015	9,41	Registered
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	EUTM	014295191	014295191	14 Jan 2016	9,41	Registered
France							
Vice Media LLC	THE CREATORS PROJECT	France	103747819	103747819	7 Jan 2011	41	Registered
India							
Vice Media LLC	MOTHERBOARD	India	3394216			9	Pending
Vice Media LLC	NOISEY	India	3394217			9	Pending
Vice Media LLC	THE CREATORS PROJECT	India	1967233	1967233	3 Aug 2016	41	Registered

Indonesia

Vice Media LLC	MOTHERBOARD	Indonesia	D002016058378			9	Pending
Vice Media LLC	NOISEY	Indonesia	D002016050647			9	Pending
Vice Media LLC	NOISEY	Indonesia	J002016062329			41,42	Pending


Israel

Vice Media LLC	MOTHERBOARD	Israel	289727			9,41,42	Pending
Vice Media LLC	NOISEY	Israel	289731			9,41,42	Pending

Italy


Vice Media LLC	THE CREATORS PROJECT	Italy		0001406744	21 Jan 2011	41	Registered
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Japan

Fight LLC	FIGHTLAND	Japan	2015-019030	5792437	11 Sep 2015	41	Registered
Fight LLC	FIGHTLAND Logo	Japan	2015-019031	5792438	11 Sep 2015	41	Registered
							
Vice Media Inc.	MOTHERBOARD	Japan	2013-054346	5711183	17 Oct 2014	41,42	Registered
Vice Media Inc.	NOISEY	Japan	2011-042248	5593077	21 Jun 2013	9,25,35,41,42	Registered
Vice Media LLC	BLACK MARKET	Japan	2015-062106			9,41	To Lapse
Vice Media LLC	GAYCATION	Japan	2015-065320	5817414	8 Jan 2016	9,39,41	Registered
Vice Media LLC	MOTHERBOARD	Japan	2016117266			9	Pending
Vice Media LLC	MOTHERBOARD	Japan	2016131843			41,42	Pending
Vice Media LLC	NOISEY	Japan	2016117265			9	Pending
Vice Media LLC	NOISEY	Japan	2016-131842			41,42	Pending
Vice Media LLC	THE CREATORS PROJECT	Japan	201039459	5440496	22 Sep 2011	41	Registered
Vice Media LLC	TONIC	Japan	A0061012			9,41,42	Pending
Vice Media LLC	WAYPOINT	Japan	2016117283			9,41,42	Pending
Vice Media LLC	WEEDIQUETTE	Japan	2015-033319			9,41	Pending

Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	Japan	2015-062890	5895693	11 Nov 2016	9,41,45	Registered
Mexico							
Fight LLC	FIGHTLAND	Mexico	1584761	1658198	21 Jul 2016	41	Registered
Fight LLC	FIGHTLAND Logo	Mexico	1584762	1658199	21 Jul 2016	41	Registered
Vice Media Inc.	MOTHERBOARD	Mexico	1392558	1468357	7 Jul 2014	42	Registered
Vice Media Inc.	MOTHERBOARD	Mexico	1392560	1482311	18 Sep 2014	41	Registered
Vice Media Inc.	NOISEY	Mexico	1234778	1285636	16 May 2012	9	Registered
Vice Media Inc.	NOISEY	Mexico	1234779	1322399	24 Oct 2012	25	Registered
Vice Media Inc.	NOISEY	Mexico	1234780	1285637	16 May 2012	35	Registered
Vice Media Inc.	NOISEY	Mexico	1234781	1285638	16 May 2012	38	Registered
Vice Media Inc.	NOISEY	Mexico	1234782	1319870	12 Oct 2012	41	Registered
Vice Media Inc.	NOISEY	Mexico	1234783	1285639	16 May 2012	42	Registered
Vice Media LLC	BLACK MARKET	Mexico	1625736	1590017	18 Nov 2015	9	Registered
Vice Media LLC	BLACK MARKET	Mexico	1625739	1658203	21 Jul 2016	41	Registered
Vice Media LLC	GAYCATION	Mexico	1631144	1588081	9 Nov 2015	9	Registered
Vice Media LLC	GAYCATION	Mexico	1631145	1658206	21 Jul 2016	39	Registered
Vice Media LLC	GAYCATION	Mexico	1631146	1588225	10 Nov 2015	41	Registered
Vice Media LLC	MOTHERBOARD	Mexico	1812186			9	Pending
Vice Media LLC	MOTHERBOARD	Mexico	1826594			41	Pending
Vice Media LLC	NOISEY	Mexico	1812187			9	Pending
Vice Media LLC	NOISEY	Mexico	1826593			41	Pending
Vice Media LLC	THE CREATORS PROJECT	Mexico	1699693	1237255	6 Sep 2011	41	Registered

Vice Media LLC	TONIC	Mexico	A0061012			9,41,42	Pending
Vice Media LLC	WAYPOINT	Mexico	1815288			9	Pending
Vice Media LLC	WAYPOINT	Mexico	1815291			41	Pending
Vice Media LLC	WAYPOINT	Mexico	1815295			42	Pending
Vice Media LLC	WEEDIQUETTE	Mexico	1599034	1571045	9 Sep 2015	9	Registered
Vice Media LLC	WEEDIQUETTE	Mexico	1599035	1571046	9 Sep 2015	41	Registered
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	Mexico	1627008	1587814	9 Nov 2015	9	Registered
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	Mexico	1627009	1589863	17 Nov 2015	41	Registered
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	Mexico	1627010			45	Pending
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	Mexico	1627010	1681433	6 Oct 2016	41	Registered
New Zealand							
Fight LLC	FIGHTLAND	New Zealand	1014959	1014959	28 Aug 2015	41	Registered
Fight LLC	FIGHTLAND Logo	New Zealand	1014960	1014960	28 Aug 2015	41	Registered
Vice Media LLC	BLACK MARKET	New Zealand	1022075			9,41	To Lapse
Vice Media LLC	GAYCATION	New Zealand	1021891	1021891	22 Dec 2015	9,39,41	Registered
Vice Media LLC	TONIC	New Zealand	A0061012			9,41,42	Pending
Vice Media LLC	WAYPOINT	New Zealand	1053557			9,41,42	Pending
Vice Media LLC	WEEDIQUETTE	New Zealand	1017283	1017283	3 Nov 2015	9,41	Registered
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	New Zealand	1022364	1022364	6 Jan 2016	9,41,45	Registered
Republic of Korea (South)							
Vice Media LLC	MOTHERBOARD	Republic of Korea (South)	4020160087936			9	Pending
Vice Media LLC	MOTHERBOARD	Republic of Korea (South)	4020160110043			41,42	Pending

Vice Media LLC	NOISEY	Republic of Korea (South)	4020160087904			9	Pending
Vice Media LLC	NOISEY	Republic of Korea (South)	4020160110055			41,42	Pending
Vice Media LLC	THE CREATORS PROJECT	Republic of Korea (South)	41-2012-00135	41-0276633	31 Dec 2013	41	Registered
Russian Federation							
Vice Media LLC	THE CREATORS PROJECT	Russian Federation	2010716120	430652	22 Feb 2011	41	Registered
Saudi Arabia							
Vice Media LLC	MOTHERBOARD	Saudi Arabia	265276			42	Pending
South Africa							
Fight LLC	FIGHTLAND	South Africa	2015/05132			41	Pending
FIGHTLAND Logo							
Fight LLC		South Africa	2015/05133			41	Pending
Vice Media LLC	BLACK MARKET	South Africa	2015/17157			9	Pending
Vice Media LLC	BLACK MARKET	South Africa	2015/17158			41	Pending
Vice Media LLC	GAYCATION	South Africa	2015/16272			9	Pending
Vice Media LLC	GAYCATION	South Africa	2015/16273			39	Pending
Vice Media LLC	GAYCATION	South Africa	2015/16274			41	Pending
Vice Media LLC	THE CREATORS PROJECT	South Africa	201010673	201010673	6 Feb 2012	41	Registered
Vice Media LLC	TONIC	South Africa	201624300			9	Pending
Vice Media LLC	TONIC	South Africa	201624301			41	Pending
Vice Media LLC	TONIC	South Africa	201624302			42	Pending
Vice Media LLC	WAYPOINT	South Africa	201603719			9	Pending
Vice Media LLC	WAYPOINT	South Africa	201603721			42	Pending
Vice Media LLC	WAYPOINT	South Africa	201630720			41	Pending
Vice Media LLC	WEEDIQUETTE	South Africa	2015/09107			9	Pending
Vice Media LLC	WEEDIQUETTE	South Africa	2015/09108			41	Pending

Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	South Africa	2015-17165			9	Pending
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	South Africa	2015-17166			41	Pending
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	South Africa	2015-17167			45	Pending

Switzerland


Fight LLC	FIGHTLAND	Switzerland	52634	682299	30 Dec 2015	38,41	Registered
Fight LLC	FIGHTLAND Logo	Switzerland	52638	682300	30 Dec 2015	38,41	Registered
Vice Media LLC	BLACK MARKET	Switzerland	57710/2015			9,41	Pending
Vice Media LLC	GAYCATION	Switzerland	58310/2015	683418	1 Feb 2016	9,38,41,42	Registered
Vice Media LLC	TONIC	Switzerland	A0061012			9,41,42	Pending
Vice Media LLC	WAYPOINT	Switzerland	630092016			9,41,42	Pending
Vice Media LLC	WEEDIQUETTE	Switzerland	54085-2015	674629	23 Jun 2015	9,41	Registered
Vice Media, LLC and Based FOB, Inc.	HUANG'S WORLD	Switzerland	57711/2015	680924	26 Nov 2015	9,41,42,43	Registered

United Arab Emirates

Vice Media LLC	MOTHERBOARD	United Arab Emirates	265275			41	Pending
Vice Media LLC	NOISEY	United Arab Emirates	265269			9	Pending
Vice Media LLC	NOISEY	United Arab Emirates	265277			41	Pending
Vice Media LLC	NOISEY	United Arab Emirates	265278			42	Pending

United States of America

CARROT CREATIVE LLC	CARROT CREATIVE	United States of America	77548221	4295877	26 Feb 2013	35	Registered
Carrot Creative, LLC	CARROT	United States of America	85930643	4454893	24 Dec 2013	35	Registered
Carrot Creative, LLC	CARROT	United States of America	86232710	4962283	24 May 2016	35	Registered
Carrot Creative, LLC	CARROT CREATIVE	United States of America	77983312	4429071	5 Nov 2013	42	Registered

Fight LLC	FIGHTLAND	United States of America	86396604	4742813	26 May 2015	41,43	Registered
FIGHTLAND Logo							
Fight LLC		United States of America	86397794	4742830	26 May 2015	41,43	Registered
Vice Media LLC	BLACK MARKET	United States of America	86502371	4915513	8 Mar 2016	35,41	Registered
Vice Media LLC	MOTHERBOARD	United States of America	85822249	4413712	8 Oct 2013	41,42	Registered
Vice Media LLC	NOISEY	United States of America	85/173606	4688917	17 Feb 2015	38,41,42	Registered
Vice Media LLC	THE CREATORS PROJECT	United States of America	85043114	3950234	26 Apr 2011	41	Registered
WIPO							
Vice Media LLC	TONIC	WIPO	A0061012			9,41,42	Pending

TM Administrator - END OF REPORT

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TRADEMARK LICENSES

1. License Agreement, dated as of March 31, 2013, by and between Thump Records, Inc. and Vice Media, Inc.
2. Addendum to License Agreement, dated as of May 4, 2016, by and between Thump Records, Inc. and Vice Media LLC (formerly Vice Media, Inc.).