

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Horizon Media, Inc.		05/02/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
Internal Address:	Floor 42		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3691388	HORIZON MEDIA	
Registration Number:	4175391	BUSINESS IS PERSONAL	
Registration Number:	4195473	SCOUT SPORTS AND ENTERTAINMENT	
Registration Number:	4185312	SCOUT SPORTS AND ENTERTAINMENT	
Registration Number:	3994080	EDEN ROAD TRADING	
Registration Number:	3994081	EDEN ROAD TRADING	
Serial Number:	86540130	VOYAGER EXPERIENCE	
Serial Number:	86950721	WORDSWORTH & BOOTH	
Serial Number:	87353119	HORIZON NEXT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127017156		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	Andrea L. Hintz		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		

CH \$240.00 3691388

NAME OF SUBMITTER:	Andrea L. Hintz
SIGNATURE:	/andrea l. hintz/
DATE SIGNED:	05/03/2017
Total Attachments: 5 source=Horizon Media - IP Security Agreement - Fully Executed#page1.tif source=Horizon Media - IP Security Agreement - Fully Executed#page2.tif source=Horizon Media - IP Security Agreement - Fully Executed#page3.tif source=Horizon Media - IP Security Agreement - Fully Executed#page4.tif source=Horizon Media - IP Security Agreement - Fully Executed#page5.tif	

SHORT FORM

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated May 2, 2017, is made by HORIZON MEDIA, INC., a New York corporation (the “**Grantor**”) in favor of JPMORGAN CHASE BANK, N.A., as Lender (the “**Lender**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, the Grantor and the Lender have entered into the Credit Agreement dated as of May 2, 2017 (the “**Closing Date**”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lender has agreed to make Loans and issue Letters of Credit upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into a Pledge and Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in order to induce the Lender to make Loans and to issue Letters of Credit.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender a security interest in all of the Grantor’s right, title and interest in and to the registered Trademarks (as defined in the Security Agreement) set forth in Schedule A hereto (the “**Collateral**”).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of all Grantors now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

Delivery of an executed counterpart of a signature page of this IP Security Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, but giving effect to federal laws applicable to national banks.

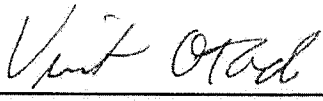
SECTION 7. Severability. Any provision in this IP Security Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction, and to this end the provisions of this IP Security Agreement are declared to be severable.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:


HORIZON MEDIA, INC.,

By: 

Name: Vincent O'Toole

Title: Executive Vice President and Chief Operating
& Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Lender

By: 
Name: Eric Steiz
Title: Authorized Officer

SCHEDULE A

TRADEMARKS

Name of Grantor	Trademark	Registration/Application Date	Registration/Application Number
Horizon Media, Inc.	horizonmedia (stylized)	3,691,388	10/6/09
Horizon Media, Inc.	Business is Personal	4,175,391	7/17/12
Horizon Media, Inc.	Scout Sports and Entertainment	4,195,473	8/21/12
Horizon Media, Inc.	Scout Sports and Entertainment	4,185,312	8/7/12
Horizon Media, Inc.	Eden Road Trading	3,994,080	7/12/11
Horizon Media, Inc.	Eden Road Trading (logo)	3,994,081	7/12/11
Horizon Media, Inc.	Voyager Experience	86540130	2/19/15
Horizon Media, Inc.	Wordsworth & Booth	86950721	3/23/16
Horizon Media, Inc.	Horizon Next	87353119	2/28/17