

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BossipMadameNoire, LLC	FORMERLY IO Acquisition Sub, LLC	05/24/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as Collateral Agent		
Street Address:	2001 Bryan Street		
Internal Address:	Suite 1000		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3932565	MADAME NOIRE	
Registration Number:	4536201	MADAME NOIRE	
Registration Number:	3512210	BOSSIP	
Registration Number:	3983294	HIPHOPWIRED	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	43256.00100		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	05/24/2017		

CH \$115.00 3932565

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, BossipMadameNoire, LLC (f/k/a IO Acquisition Sub, LLC), a Delaware limited liability company, with its principal office at 1010 Wayne Avenue, 14th Floor, Silver Spring, Maryland 20910 (the “Grantor”), hereby grants to The Bank of New York Mellon, as Collateral Agent (as such term is defined in the Security Agreement referred to below), with principal offices at 2001 Bryan Street, Suite 1000, Dallas, TX 75201 (the “Grantee”), a continuing security interest in all of the following that constitute Collateral (as such term is defined in the Security Agreement referred to below): (i) all of such Grantor’s right, title and interest in, to and under the United States trademarks, service marks, trade names, trade dress, logos, designs, fictitious business names and other business identifiers, and the registrations and applications for registrations thereof set forth on Schedule A attached hereto (the “Marks”), (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement or dilution of any of the Marks or unfair competition regarding the same ((i) through (iv), collectively, the “Trademark Collateral”).

THIS Grant is made to secure the payment of all the Obligations (as such term is defined in the Security Agreement referred to below) of the Grantor under the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of April 18, 2017 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee’s security interests in the Trademark Collateral

shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing, in form and substance reasonably satisfactory to the Grantee, evidencing the release of the security interest in the Trademark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE LOCATED WITHIN THE COUNTY OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY

OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ANY SUCH PARTY AT ITS ADDRESS FOR NOTICES AS PROVIDED IN SECTION 10.1 OF THE SECURITY AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH PARTY HEREBY IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER CREDIT DOCUMENT THAT SUCH SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF (i) EACH PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR (ii) THE GRANTEE UNDER THIS AGREEMENT TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE GRANTOR IN ANY OTHER JURISDICTION.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 24th
day of May, 2017.

BOSSIPMADAMENOIRE, LLC, as Grantor

By:  *

Name: Peter D. Thompson
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006068 FRAME: 0107

THE BANK OF NEW YORK MELLON,
not in its individual capacity but solely as
Collateral Agent and Grantee

By: 
Name: LATOYA S. ELVIN
Title: VICE PRESIDENT

SCHEDULE A to TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	App. No.	Reg. No.	Country or State
BossipMadameNoire, LLC	MADAME NOIRE	77959622	3932565	U.S.
BossipMadameNoire, LLC	MADAME NOIRE	85967853	4536201	U.S.
BossipMadameNoire, LLC	BOSSIP	77417539	3512210	U.S.
BossipMadameNoire, LLC	HIPHOPWIRED	77943218	3983294	U.S.