

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Abuv Media, LLC		06/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	Two Towne Square		
Internal Address:	6th Floor		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48076		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5198385	LET'S GO SOLAR	
Registration Number:	5044516	MONEYGEEK	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	734-623-1909		
Email:	dwtrademarks@dickinson-wright.com		
Correspondent Name:	Matthew J. Snider		
Address Line 1:	1825 Eye Street N.W.		
Address Line 2:	Suite 900		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Matthew J. Snider		
SIGNATURE:	/Matthew J. Snider/		
DATE SIGNED:	06/14/2017		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of June 7, 2017 by and between ABUV Media, LLC, a Delaware limited liability company ("Grantor"), and The Huntington National Bank (the "Lender"), in connection with the Security Agreement referred to below.

RECITALS

A. Grantor and the Lender are entering into that certain Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantor is entering into that certain Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement") in favor of the Lender.

C. Pursuant to the terms of the Security Agreement, Grantor pledged, assigned and granted to the Lender a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as defined in the Credit Agreement and Security Agreement.

D. In order to induce the Lender to provide Loans and other advancements to the Grantor, the Grantor is required to execute and deliver this Agreement to the Lender.

AGREEMENT

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), the Grantor hereby grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including any trade name or derivations thereof):

- (1) each trademark, including without limitation, each trademark referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark application, including without limitation, each trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith, with the exception of any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Latham Act (15 U.S.C. 1051, et seq.), unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or (d) of said Act, to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application;

- (3) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (4) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 4 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ABUV MEDIA, LLC

By: 

Name: Dan Schmessler

Title: Co-Chief Executive Officer

THE HUNTINGTON NATIONAL BANK



By 

Name: Charles Harris

Title: Vice President

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Country	Mark	Owner Name	Status	Ref#	App# / File Date	Reg# / Reg Date	Goods and Services
UNITED STATES	LET'S GO SOLAR & Design 	Abuv Media LLC	REGISTERED	239148-395387	87/035,215 5/12/2016	5,198,385 05/09/2017	35 - Providing a website featuring consumer information in the field of energy efficiency, namely, solar energy; providing a searchable online informational guide featuring the goods and services of other vendors in the field of solar energy
UNITED STATES	MONEYGEEK & Design 	Abuv Media LLC	REGISTERED	239148-380376	86/891,255 1/29/2016	5,044,516 9/20/2016	36 - Providing a website featuring financial tools, namely, on-line financial calculators and consumer information in the field of finance, money management, mortgage lending and consumer credit

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None.