

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
jVILLAGE, LLC		01/11/2018	Limited Liability Company: DELAWARE
Togetherwork Holdings, LLC		01/11/2018	Limited Liability Company: DELAWARE
Omega Financial, LLC		01/11/2018	Limited Liability Company: DELAWARE
Doubleknot LLC		01/11/2018	Limited Liability Company: DELAWARE
ABC Camps, LLC		01/11/2018	Limited Liability Company: DELAWARE
CircuiTree, LLC		01/11/2018	Limited Liability Company: DELAWARE
Cybergolf, LLC		01/11/2018	Limited Liability Company: DELAWARE
Ackercamps.com, LLC		01/11/2018	Limited Liability Company: DELAWARE
Pennington & Company Fundraising, LLC		01/11/2018	Limited Liability Company: DELAWARE
Chaverware, LLC		01/11/2018	Limited Liability Company: DELAWARE
Congregation Connect, LLC		01/11/2018	Limited Liability Company: DELAWARE
Gingr, LLC		01/11/2018	Limited Liability Company: DELAWARE
SofTrek, LLC		01/11/2018	Limited Liability Company: DELAWARE
Everysport, LLC		01/11/2018	Limited Liability Company: DELAWARE
Capturepoint, LLC		01/11/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deerpath Capital II, LP, as Agent		
Street Address:	405 Lexington Avenue, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		

CH \$190.00 87194631

Postal Code:	10174
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	87194631	JVILLAGE NETWORK
Serial Number:	87194805	JVILLAGE NETWORK
Serial Number:	85668242	RAISING YOUR EXPECTATIONS
Serial Number:	85668286	PENNINGTON & COMPANY
Serial Number:	85668326	PENNINGTON & COMPANY
Serial Number:	85668356	PENNINGTON & COMPANY
Serial Number:	87191957	TOGETHERWORK

CORRESPONDENCE DATA

Fax Number: 7132266397
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.
Phone: 713-226-6000
Email: TMMail@porterhedges.com
Correspondent Name: Jonathan Pierce
Address Line 1: P.O. Box 4744
Address Line 4: Houston, TEXAS 77210-4744

NAME OF SUBMITTER:	Jonathan Pierce
SIGNATURE:	/jmp/
DATE SIGNED:	01/11/2018

Total Attachments: 8
source=2018-01-11 Executed Patent and Trademark Security Agreement jVillage - Omega Fi#page1.tif
source=2018-01-11 Executed Patent and Trademark Security Agreement jVillage - Omega Fi#page2.tif
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of January 11, 2018 (the “**Agreement**”), by and among each debtor listed on the signature pages hereto (collectively, “**Debtor**”), and DEERPATH CAPITAL II, LP, a Delaware limited partnership (“**Deerpath**”), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers and guarantors from time to time party to the Loan Agreement (collectively with Debtor, the “**Loan Parties**”), Secured Party and the other lenders from time to time party to the Loan Agreement (collectively with Secured Party, the “**Lenders**”) have entered into that certain Loan Agreement dated as of December 2, 2015 (as amended by that certain First Amendment to Loan Agreement dated as of June 30, 2016, that certain Second Amendment to Loan Agreement dated as of June 30, 2016, that certain Third Amendment to Loan Agreement dated as of August 22, 2016, that certain Fourth Amendment to Loan Agreement dated as of January 3, 2017, that certain Fifth Amendment to Loan Agreement dated as of March 3, 2017, that certain Sixth Amendment to Loan Agreement dated as of April 18, 2017, that certain Seventh Amendment to Loan Agreement dated as of June 30, 2017, that certain Eighth Amendment to Loan Agreement dated as of August 31, 2017, that certain Ninth Amendment to Loan Agreement dated as of September 1, 2017, that certain Tenth Amendment to Loan Agreement dated as of October 2, 2017, that certain Eleventh Amendment to Loan Agreement dated as of October 24, 2017, that certain Twelfth Amendment to Loan Agreement dated as of October 30, 2017, that certain Thirteenth Amendment to Loan Agreement dated as of December 20, 2017, that certain Fourteenth Amendment to Loan Agreement dated as of the date hereof, and as further amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, the Loan Parties and Secured Party have entered into that certain Security Agreement dated as of December 2, 2015 (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to continuing to extend credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to the United States patents and patent applications referred to on **Schedule 1** hereto, together with any and all (i) rights and privileges arising under applicable legal requirements with respect to the use of any of the foregoing, (ii) inventions and improvements described and claimed therein, (iii) reissues, substitutes, reexaminations, divisionals, renewals, extensions, continuations and continuations-in-part thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder and with respect thereto including damages, claims and payments for past, present or future infringements or other violations thereof, (v) rights to sue for past, present or future infringements or other violations thereof, and (vi) rights corresponding thereto in the United States; and

(b) all of its trademarks, any related licenses to which it is a party, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including but not limited to the United States trademark applications and registrations referred to on **Schedule 1** hereto (but excluding United States intent-to-use trademark applications unless and until a statement of use or amendment to allege use has been filed with and accepted by the U.S. Patent and Trademark Office), together with any and all (i) rights and privileges arising under applicable legal requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vi) rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights

and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Pages]


IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer effective as of the date first written above.

DEBTOR:

JVILLAGE, LLC
a Delaware limited liability company


By: 
Name: John Donaldson
Title: Chief Financial Officer

TOGETHERWORK HOLDINGS, LLC
a Delaware limited liability company


By: 
Name: John Donaldson
Title: Chief Financial Officer

OMEGA FINANCIAL, LLC
a Delaware limited liability company


By: Togetherwork Holdings, LLC,
its sole Member

By: 
Name: John Donaldson
Title: Chief Financial Officer

DOUBLEKNOT LLC
a Delaware limited liability company

By: 
Name: John Donaldson
Title: Chief Financial Officer


ABC CAMPS, LLC
a Delaware limited liability company

By: 
Name: John Donaldson
Title: Chief Financial Officer

DEBTOR (CONT.):

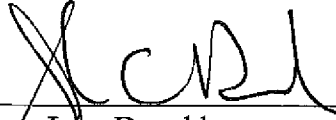
CIRCUITREE, LLC

a Delaware limited liability company

By: 
Name: John Donaldson
Title: Chief Financial Officer

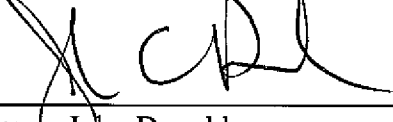
CYBERGOLF, LLC

a Delaware limited liability company

By: 
Name: John Donaldson
Title: Chief Financial Officer

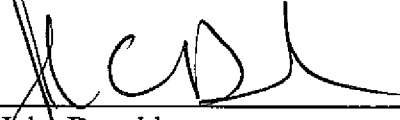
ACKERCAMPS.COM, LLC

a Delaware limited liability company

By: 
Name: John Donaldson
Title: Chief Financial Officer


PENNINGTON & COMPANY FUNDRAISING, LLC

a Delaware limited liability company

By: 
Name: John Donaldson
Title: Chief Financial Officer

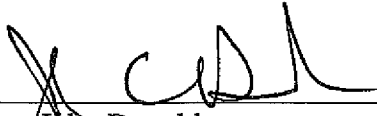
CHAUERWARE, LLC

a Delaware limited liability company

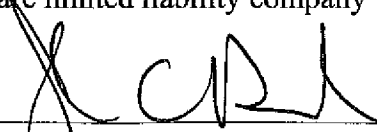
By: 
Name: John Donaldson
Title: Chief Financial Officer

DEBTOR (CONT.):

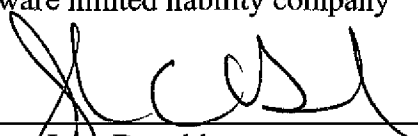
CONGREGATION CONNECT, LLC
a Delaware limited liability company

By: 
Name: John Donaldson
Title: Chief Financial Officer

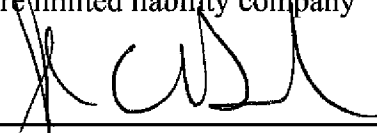
GINGR, LLC
a Delaware limited liability company

By: 
Name: John Donaldson
Title: Chief Financial Officer

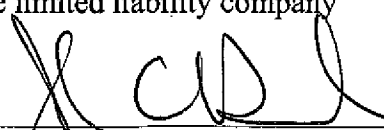
SOFTREK, LLC
a Delaware limited liability company

By: 
Name: John Donaldson
Title: Chief Financial Officer

EVERYSPOORT, LLC
a Delaware limited liability company

By: 
Name: John Donaldson
Title: Chief Financial Officer

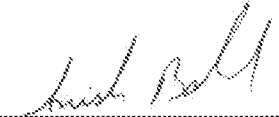
CAPTUREPOINT, LLC
a Delaware limited liability company

By: 
Name: John Donaldson
Title: Chief Financial Officer

SECURED PARTY:

DEERPATH CAPITAL II, LP
a Delaware limited partnership,
as Agent

By: Deerpath Capital II General Partner, LLC,
its general partner

By: 
Name: Anish Bahl
Title: Vice President and Secretary

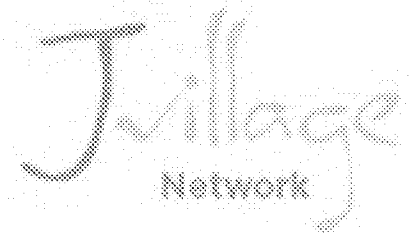
Schedule 1
to
Patent and Trademark Security Agreement

Patents: None.

Trademarks:

Debtor: jVillage, LLC

1. JVillage Network (wordmark). Registration No. 5353266 (Serial Number 87194631) issued on December 12, 2017.



2. (design mark). Registration No. 5353267 (Serial Number 87194805) issued on December 12, 2017.

Debtor: Pennington & Company Fundraising, LLC

1. Raising Your Expectations. Registration No. 4,292,055 (Serial Number 85668242) issued on February 19, 2013.
2. Pennington & Company. Registration No. 4,398,653 (Serial Number 85668286) issued on September 10, 2013.
3. Pennington & Company. Registration No. 4,398,654 (Serial Number 85668326) issued on September 10, 2013.
4. Pennington & Company. Registration No. 4,297,898 (Serial Number 85668356) issued on March 5, 2013.

Trademark Applications:

Debtor: Omega Financial, LLC

1. Togetherwork. Application Number 87/191,957

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]