

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gamma Entertainment Inc.		11/20/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	JGB Collateral LLC		
Street Address:	21 Charles Street		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5358958	GIRLSWAY	
Registration Number:	5457057	GIRLSWAY	
Registration Number:	5533752	GIRLSWAY	
Serial Number:	87722183	GIRLSWAY	
Serial Number:	87875799	21SEXTURY	
Serial Number:	87915333	EVERY WOMAN IS A LESBIAN AT HEART	
Serial Number:	87921969	ADULT TIME	
Serial Number:	87067035	GIRLSWAY	
Serial Number:	87066973	GIRLSWAY	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	52050.52_Legrand		

OP \$240.00 5358958

NAME OF SUBMITTER:	Venisa Dark
SIGNATURE:	/Venisa Dark/
DATE SIGNED:	11/28/2018
Total Attachments: 8 source=2018-11-20 Trademark Security Agreement from Gamma Entertainment Inc to JGB Collateral LLC#page1.tif source=2018-11-20 Trademark Security Agreement from Gamma Entertainment Inc to JGB Collateral LLC#page2.tif source=2018-11-20 Trademark Security Agreement from Gamma Entertainment Inc to JGB Collateral LLC#page3.tif source=2018-11-20 Trademark Security Agreement from Gamma Entertainment Inc to JGB Collateral LLC#page4.tif source=2018-11-20 Trademark Security Agreement from Gamma Entertainment Inc to JGB Collateral LLC#page5.tif source=2018-11-20 Trademark Security Agreement from Gamma Entertainment Inc to JGB Collateral LLC#page6.tif source=2018-11-20 Trademark Security Agreement from Gamma Entertainment Inc to JGB Collateral LLC#page7.tif source=2018-11-20 Trademark Security Agreement from Gamma Entertainment Inc to JGB Collateral LLC#page8.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 20th day of November, 2018, by and among Grantor listed on the signature pages hereof ("Grantor"), and JGB COLLATERAL LLC, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

RECITALS

A. Pursuant to that certain Credit Agreement and Guaranty, dated as of November 20, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, as borrower, the guarantors party thereto, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

B. The Lenders are willing to make the financial accommodations to Grantor as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.02 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **Grant of Security Interest in Trademark Collateral.** Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks and trademark licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(c) all products and proceeds (as that term is defined in the Uniform Commercial Code) of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any trademark or any trademark exclusively licensed under any intellectual property license, including the right to receive damages, injury to the goodwill associated with any trademark, or the right to receive license fees, royalties, and other compensation under any trademark license.

3. **Security for Secured Obligations.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now

existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of any proceeding under any Debtor Relief Law.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Canadian Security Agreement executed by Grantor. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Security Agreement executed by Grantor, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Trademark Security Agreement is not in limitation of rights or remedies of Agent under the Canadian Security Agreement executed by Grantor and all of Agent's rights and remedies under this Trademark Security Agreement, the Canadian Security Agreement executed by Grantor or under applicable law are non-exclusive and cumulative.

5. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 11.13 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of Page Intentionally Left Blank;
Signature page(s) follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

GAMMA ENTERTAINMENT INC.

By 

Name: EARL BERNARD

Title: PRESIDENT

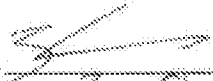
Signature Page to Trademark Security Agreement
(Gamma Entertainment Inc.)

TRADEMARK
REEL: 006490 FRAME: 0060


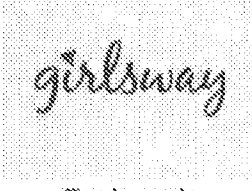
ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

JGB COLLATERAL LLC


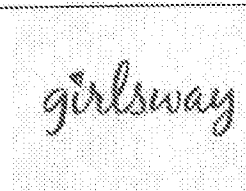
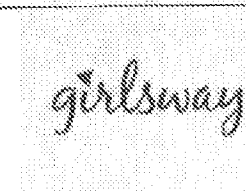
By: 
Name: JGB COLL.
Title: PRESIDENT

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Country	Mark	Application/Registration No.	App/Reg Date
Gamma Entertainment Inc.	CAN	 For services Trademark Use ® symbol after mark	Registered Reference # 1717794 Trademark # TMA963077	- Registration fee and declaration of use filed February 16, 2017 - Filed Mar 4, 2015
Gamma Entertainment Inc.	EU	 Trademark Use ® symbol after mark	Registered Trademark # 014167555	- Filed May 27, 2015
Gamma Entertainment Inc.	CAN	Girlsway Trademark Use ® symbol after mark	Registered Reference # 1703856 Trademark # TMA929227	- Filed Nov 21, 2014
Gamma Entertainment Inc.	EU	Girlsway Trademark Use ® symbol after mark	Registered	- Filed May 27, 2015
Gamma Entertainment Inc.	CAN	Every woman is a lesbian at heart Trademark For goods only Use ® symbol after mark	Registered Reference # 1762051 Trademark # TMA963075	- Registration fee and declaration of use filed February 16, 2017 - Filed Jan 1, 2016
Gamma Entertainment Inc.	EU	Every woman is a lesbian at heart Trademark Use ® symbol after mark	Registered Trademark # 014167563	- Filed May 27, 2015

Schedule I to Trademark Security Agreement
(Gamma Entertainment Inc.)

TRADEMARK
REEL: 006490 FRAME: 0062

Grantor	Country	Mark	Application/Registration No.	App/Reg Date
Gamma Entertainment Inc.	CAN	 Trademark For goods Use ® symbol after mark	Registered Reference # 1762050 Trademark # TMA975341	- Registered July 10, 2017 - Registration fee and declaration of use filed July 10, 2017 - Filed May 1, 2016
Gamma Entertainment Inc.	US	Girlsway Trademark Use TM symbol after mark	Registered Reference # 87437969 Trademark # 5,358,958	- Filed May 5, 2017
Gamma Entertainment Inc.	CAN	Every woman is a lesbian at heart Trademark For services only Use ® symbol after mark	Registered Reference # 1717985 Trademark TMA994031	- Revised application filed Feb 16, 2017 - Filed Mar 5, 2015
Gamma Entertainment Inc.	Europe	GIRLSWAY Trademark	Registered Reference #: 017478488	November 14, 2017
Gamma Entertainment Inc.	US	 Trademark Use ® symbol after mark	Registered Reference # 87438095 Trademark 5457067	- Revised application filed Sept. 14, 2017 - Filed May 5, 2017
Gamma Entertainment Inc.	CAN	Media Traffic Trademark For services	Processing Reference # 1857434	September 14, 2017
Gamma Entertainment Inc.	US	GIRLSWAY Trademark	Registered Reference #: 87682477 Trademark 5533752	November 13, 2017
Gamma Entertainment Inc.	CAN	GIRLSWAY Trademark	Processing Reference #: 1857678	November 13, 2017
Gamma Entertainment Inc.	US	 Trademark	Processing Reference #: 87722183	December 15, 2017

Schedule I to Trademark Security Agreement
(Gamma Entertainment Inc.)

Grantor	Country	Mark	Application/Registration No.	App/Reg Date
Gamma Entertainment Inc.	US	21SEXTURY	Processing Reference #: 87875799	April 13, 2018
Gamma Entertainment Inc.	CAN	21SEXTURY	Processing Reference #: 1893514	April 13, 2018
Gamma Entertainment Inc.	US	EVERY WOMAN IS A LESBIAN AT HEART	Processing Reference #: 87915333	May 10, 2018
Gamma Entertainment Inc.	CAN	ADULT TIME	Processing Reference #: 1899238	May 15, 2018
Gamma Entertainment Inc.	US	ADULT TIME	Processing Reference #: 87921969	May 15, 2018
Gamma Entertainment Inc.	Europe	ADULT TIME	Processing Reference #: 017900719	May 15, 2018


Trade Names

- * GAMMA INTERACTIF



Common Law Trademarks

- * Gamma Entertainment
- * FameDollars
- * Buddy Profits
- * AdXpansion

Trademarks Not Currently in Use

Mark / Script	Territory	Date of Filing	Next Steps	Current Status
	US	Filed June 10, 2016	Abandoned by office. Original application was filed incorrectly. **Refiled as 87438095 (see above)	Abandoned Reference # 87067035

Schedule I to Trademark Security Agreement
(Gamma Entertainment Inc.)

GirlsWay	US	- Filed June 10, 2016	Abandoned by office. Original application was filed incorrectly. **Refiled as 87437989 (see above)	Abandoned Reference # 87066973
	CAN	- Filed Dec. 10, 2015	Abandoned -- voluntary. At time of application, Vice Media entered the Adult industry. High risk of infringement. Cease and Desist received.	Abandoned Reference # 1758930
PureVice	CAN	- Filed Dec. 10, 2015	Abandoned -- voluntary. At time of application, Vice Media entered the Adult industry. High risk of infringement. Cease and Desist received.	Abandoned Reference # 1758929
Seedbox.com	US	- Filed Oct. 1, 2014	Abandoned -- voluntary. Must show commercial use of trademark, and it is not being used commercially in US.	Abandoned Reference # 86411248
Privatefeeds	CAN	- Filed Jan. 13, 2006	Abandoned -- voluntary.	Abandoned Reference # 1285997
Media Traffic 	US	- Filed August 3, 2017 - Originally filed in December 2006 but was abandoned	Response to Office action filed November 15, 2017.	Abandoned Reference # 87554912

Schedule I to Trademark Security Agreement
(Gamma Entertainment Inc.)