

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VICE MEDIA LLC		05/02/2019	Limited Liability Company: DELAWARE
CARROT CREATIVE, LLC		05/02/2019	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4454893	CARROT	
Registration Number:	4962283	CARROT	
Registration Number:	4295877	CARROT CREATIVE	
Registration Number:	4429071	CARROT CREATIVE	
Registration Number:	5266325	CARROT CREATIVE	
Registration Number:	5443614	HUANG'S WORLD	
Registration Number:	5055584	BABY VICE	
Registration Number:	4915513	BLACK MARKET	
Registration Number:	5607769	BONG APPETIT	
Registration Number:	4742813	FIGHTLAND	
Registration Number:	4742830	FIGHTLAND	
Registration Number:	5453848	GAYCATION	
Registration Number:	4413712	MOTHERBOARD	
Registration Number:	4688917	NOISEY	
Registration Number:	5453981	PARTY LEGENDS	
Registration Number:	5628307	RANDOMIZER	
Registration Number:	5454025	STATES OF UNDRRESS	

CH \$540.00 4454893

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3950234	THE CREATORS PROJECT
Registration Number:	5590597	VBS
Registration Number:	3053079	VICE
Registration Number:	5453883	WEEDIQUETTE

CORRESPONDENCE DATA

Fax Number: 6508385109
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: 650-838-3743
Email: JLIK@SHEARMAN.COM
Correspondent Name: BENJAMIN PETERSEN
Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	41811/2
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	05/21/2019

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) dated as of May 2, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION** (“**Wilmington Trust**”), as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below). Terms defined in the Credit Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, the Grantors have entered into that certain Credit and Guaranty Agreement dated as of May 2, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with XXIII Capital F Limited, as Administrative Agent and Wilmington, as Collateral Agent, and the Lenders party thereto;

WHEREAS, as a condition precedent to the extensions of credit by the Lenders and other accommodations of the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of May 2, 2019, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office;

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**Trademark Collateral**”):

(i) all of such Grantor’s Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule I hereto;

(ii) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(iii) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

provided that no security interest shall be granted in any Excluded Asset (as defined in the Security Agreement).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit 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. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark 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. Each Grantor shall, and hereby authorizes the Collateral Agent (but the Collateral Agent shall be under no obligation) unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of Grantors, which become part of the Trademark Collateral. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule I.

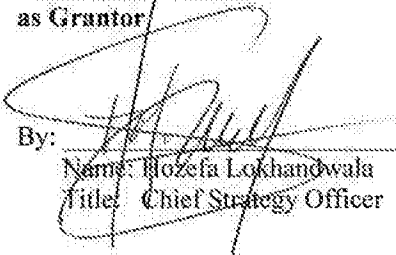
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Concerning the Collateral Agent. Wilmington Trust, National Association acts under this Trademark Security Agreement solely in its capacity as Collateral Agent and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Security Agreement and the Credit Agreement as though fully set forth herein.


[Signatures pages to follow]

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

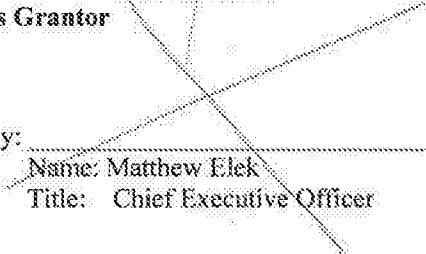
VICE MEDIA LLC,
as Grantor

By: 
Name: Hozeefa Lokhandwala
Title: Chief Strategy Officer

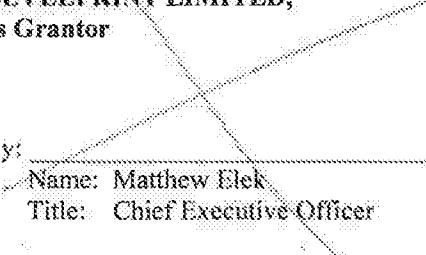
CARROT CREATIVE, LLC,
as Grantor

By: 
Name: Hozeefa Lokhandwala
Title: Chief Strategy Officer

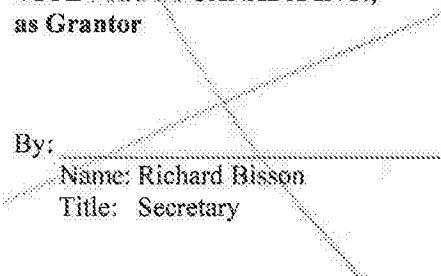
EDITION WORLDWIDE LIMITED,
as Grantor

By: 
Name: Matthew Elek
Title: Chief Executive Officer

LEVELPRINT LIMITED,
as Grantor

By: 
Name: Matthew Elek
Title: Chief Executive Officer

VICE MEDIA CANADA INC.,
as Grantor

By: 
Name: Richard Bisson
Title: Secretary

[Signature Page to Trademark Security Agreement]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Owner	Trademark	Application No.	Registration No.	Registration Date
Carrot Creative, LLC	CARROT	85930643	4454893	Dec 24 2013
Carrot Creative, LLC	CARROT	86232710	4962283	May 24 2016
Carrot Creative, LLC	CARROT CREATIVE	77548221	4295877	Feb 26 2013
Carrot Creative, LLC	CARROT CREATIVE	77983312	4429071	Nov 5 2013
Carrot Creative, LLC	CARROT CREATIVE	86415874	5266325	Aug 15 2017
Vice Media LLC and Based FOB, Inc.	HUANG'S WORLD	86502507	5443614	Apr 10 2018
Vice Media LLC	BABY VICE	86646103	5055584	Oct 4 2016
Vice Media LLC	BLACK MARKET	86502371	4915513	Mar 8 2016
Vice Media LLC	BONG APPETIT	87356081	5607769	Nov 13 2018
Vice Media LLC	FIGHTLAND	86396604	4742813	May 26 2015
Vice Media LLC	FIGHTLAND Logo	86397794	4742830	May 26 2015
Vice Media LLC	GAYCATION	86502347	5453848	Apr 24 2018
Vice Media LLC	MOTHERBOARD	85822249	4413712	Oct 8 2013
Vice Media LLC	NOISEY	85/173606	4688917	Feb 17 2015
Vice Media LLC	PARTY LEGENDS	86852695	5453981	Apr 24 2018
Vice Media LLC	RANDOMIZE R	87091247	5628307	Dec 11 2018

Owner	Trademark	Application No.	Registration No.	Registration Date
Vice Media LLC	STATES OF UNDRRESS	86894321	5454025	Apr 24 2018
Vice Media LLC	THE CREATORS PROJECT	85043114	3950234	Apr 26 2011
Vice Media LLC	VBS	86614419	5590597	Oct 23 2018
Vice Media LLC	VICE	78317722	3053079	Jan 31 2006
Vice Media LLC	WEEDIQUETTE	86582870	5453883	Apr 24 2018

Trademark Licenses

None.