

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDG GMGI Acquisition, Inc.		04/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Advance Magazine Publishers Inc.		
Street Address:	1 World Trade Center		
City:	New York,		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2901710	GAWKER	
CORRESPONDENCE DATA			
Fax Number:	2124224726		
<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:	2128376264		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Patrice P. Jean		
Address Line 1:	One Battery Park Plaza		
Address Line 2:	Hughes Hubbard LLP		
Address Line 4:	New York,, NEW YORK 10004-1482		
ATTORNEY DOCKET NUMBER:	033184-00004		
NAME OF SUBMITTER:	Patrice P. Jean		
SIGNATURE:	/Patrice P. Jean/		
DATE SIGNED:	04/29/2021		
Total Attachments: 6			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 27, 2021 (this "Agreement"), is made by BDG GMGI Acquisition, Inc., a Delaware corporation ("Grantor"), in favor of Advance Magazine Publishers Inc., a New York corporation ("Secured Party"), with reference to the Amended and Restated Guaranty and Security Agreement, dated as of the date hereof, among Grantor, Secured Party and BDG Media, Inc. (as amended from time to time, the "Security Agreement"). Capitalized terms used and not defined herein have the same meaning given thereto in the Security Agreement.

This Agreement is an amendment and restatement of the Intellectual Property Security Agreement, dated as of August 11, 2020, by and between the Grantor and the Secured Party (as amended, supplemented or otherwise modified prior to the date hereof, the "Prior IP Security Agreement"), and this Agreement is not a novation or discharge of the grant of security interest and obligation of the Grantors thereunder.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

1. Grant of Security Interest. To secure the Obligations under the Security Agreement, Grantor grants to Secured Party a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (other than any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise) (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;

(j) any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(k) any and all licenses or rights granted by Grantor under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(l) any and all, to the extent applicable, divisions, continuations, continuations in part, reissues, extensions, renewals, re-examinations and revivals of the foregoing; and

(m) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor hereby authorizes the Commissioner for Patents and Trademarks, the Register of Copyrights and any other government officials to record and register this Agreement.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Security Agreement, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the Secured Party and the Grantor and their respective successors and permitted assigns.


6. Governing Law. All matters relating to or arising out of this Agreement or the transactions contemplated hereby (whether sounding in contract, tort or otherwise) will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

7. Amendment and Restatement. This Agreement amends and restates the Prior IP Security Agreement. The obligations of the Grantors under the Prior IP Security Agreement and the grant of a security interest in the Collateral by the Grantors under the Prior IP Security Agreement shall continue under this Agreement, and shall not in any event be terminated, extinguished or annulled, but shall hereafter be governed by this Agreement. All references to the Prior IP Security Agreement in any document or instrument delivered in connection with the Note (other than this Agreement) shall be deemed to refer to this Agreement and the provisions hereof. It is understood and agreed that the Prior IP Security Agreement is being amended and restated by entry into this Agreement on the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

BDG GMGI ACQUISITION, INC.

DocuSigned by:
By: 
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Name: Bryan Goldberg
Title: Chief Executive Officer

Address for Notices:

315 Park Avenue South, 12th Floor New
York, NY 10010
Attention: Chief Executive Officer

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Country	Copyrighted Work	Filing Date / Issued Date	Application / Registration Number	Status
United States	The Gawker Guide to Conquering All Media	17-OCT-2007	TX0006831598	Registered.

Exhibit B
TRADEMARKS

U.S. Trademarks:

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
GAWKER	41	78292277 26-AUG-2003	2901710 9-NOV-2004	Registered.

Foreign Trademarks:

Country	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
Canada	GAWKER		1467804 1-FEB-2010	TMA785433 20-DEC-2010	Registered.
European Union	GAWKER	41	008957961 16-MAR-2010	008957961 20-JUL-2010	Registered.
United Kingdom	GAWKER	41	UK008013595 12 06-JUN-2017	UK008013595 1206-JUN- 2017	Registered.

EXHIBIT C

PATENTS

None.