

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675784

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Junkin Media, Inc.		08/27/2021	Corporation: CALIFORNIA
The Pet Collective, LLC		08/27/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC
Street Address:	225 W. Washington St., 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	4691046	CNF
Registration Number:	4694609	CUTIESNFUZZIES
Registration Number:	4831995	FAILARMY U
Registration Number:	4854085	JUKIN VIDEO
Registration Number:	4859750	FAILARMY U
Registration Number:	4907088	JUKIN MEDIA
Registration Number:	5038087	FAILARMY
Registration Number:	5079848	FVA
Registration Number:	5097354	FAIL ARMY
Registration Number:	5099002	
Registration Number:	5112416	THE PET COLLECTIVE
Registration Number:	5125879	POKE MY HEART
Registration Number:	5127134	THE PET COLLECTIVE
Registration Number:	5169670	THE PET COLLECTIVE
Registration Number:	5174338	DRAW MY PET
Registration Number:	4332736	THE PET COLLECTIVE
Registration Number:	5274574	
Registration Number:	5392410	FAILARMY U

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5408123	FAILURE IS THE ONLY OPTION
Registration Number:	5418968	HAPPY TRAILER FUN TIME
Registration Number:	5443918	THE PET COLLECTIVE
Registration Number:	5443917	THE PET COLLECTIVE
Registration Number:	5466434	
Registration Number:	5471558	INGLORIOUS PRANKSTERS
Registration Number:	5499521	CAT FACE
Registration Number:	5561289	FAILURE IS THE ONLY OPTION
Registration Number:	4604845	FAILARMY
Registration Number:	5590713	THE PET COLLECTIVE
Registration Number:	5596144	THE PET COLLECTIVE
Registration Number:	5601901	
Registration Number:	4680907	JUKIN MEDIA
Registration Number:	5670117	POKE MY HEART
Registration Number:	5668551	KIDS ARE AWESOME
Registration Number:	5708286	PEOPLE ARE AWESOME
Registration Number:	5808046	UG:06
Registration Number:	5869173	THE DAILY HEARTBEAT
Registration Number:	5897635	PEOPLE ARE AWESOME
Registration Number:	6042704	ORDINARY PEOPLE DOING EXTRAORDINARY THIN
Registration Number:	6217950	DRONEDOUT
Registration Number:	6217949	WEATHERSPY
Registration Number:	6218197	VIRAL WILD
Registration Number:	6336188	UNTRAINABLES
Registration Number:	6336939	WEATHER IS AN ADVENTURE
Registration Number:	6336980	TALES OF THE FAIL

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1477510 TM

NAME OF SUBMITTER: David Lee

SIGNATURE:	/David Lee/
DATE SIGNED:	09/21/2021
Total Attachments: 10 source=TMBI - Joinder - Trademark Security Agreement (Jukin) [Executed]#page1.tif source=TMBI - Joinder - Trademark Security Agreement (Jukin) [Executed]#page2.tif source=TMBI - Joinder - Trademark Security Agreement (Jukin) [Executed]#page3.tif source=TMBI - Joinder - Trademark Security Agreement (Jukin) [Executed]#page4.tif source=TMBI - Joinder - Trademark Security Agreement (Jukin) [Executed]#page5.tif source=TMBI - Joinder - Trademark Security Agreement (Jukin) [Executed]#page6.tif source=TMBI - Joinder - Trademark Security Agreement (Jukin) [Executed]#page7.tif source=TMBI - Joinder - Trademark Security Agreement (Jukin) [Executed]#page8.tif source=TMBI - Joinder - Trademark Security Agreement (Jukin) [Executed]#page9.tif source=TMBI - Joinder - Trademark Security Agreement (Jukin) [Executed]#page10.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 27, 2021 (this “**Trademark Security Agreement**”), is made by each entity identified as grantor on the signature pages hereto (collectively, the “**Grantors**”, and each, a “**Grantor**”) in favor of Alter Domus (US) LLC, as administrative agent and collateral agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to the Collateral Agreement dated as of August 11, 2021 (as supplemented by Supplement No. 1 to the Collateral Agreement dated as of August 27, 2021 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto, and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement (whether defined therein or by reference to another agreement) and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided, that the Trademark Collateral shall not include any Excluded Assets:

(i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, and all extensions or renewals thereof,

(ii) all goodwill connected with the use thereof and symbolized thereby,

(iii) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, misappropriations, dilutions or violations thereof,

(iv) all rights to sue or otherwise recover for infringements, misappropriations, dilutions or other violations thereof,

(v) all rights of priority arising from or related to the foregoing,

(vi) all other rights arising thereunder or pertaining thereto throughout the world, and

(vii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted herein attach to any "intent-to-use" application for registration of a Trademark, prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues therefrom under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released in accordance with Section 5.12 of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall promptly execute and deliver to each Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably requests to evidence such termination or release and shall promptly perform such other actions reasonably requested by such Grantor to evidence and record the release of the security interest in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. For purposes hereof, the words “execution,” “execute,” “executed,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

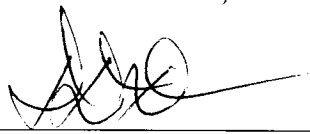
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

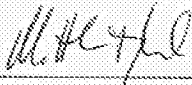
JUKIN MEDIA, INC.

By: 
Name: Dean Durbin
Title: Vice President

THE PET COLLECTIVE, LLC




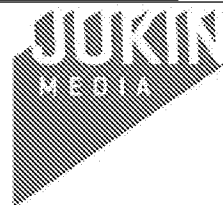
By: 
Name: Dean Durbin
Title: Vice President





ALTER DOMUS (US) LLC,
as Administrative Agent





By: 
Name: _____
Title: Matthew Trybula
Associate Counsel




SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Title/Literal Element	Image	Applicati on #	Registrati on #	Class. Nos.	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
CNF		86218798	4691046	41	03/12/2014	02/24/2015	Jukin Media, Inc.
CUTIESNFUZZIES	CUTIESNFUZZIES	86218782	4694609	41	03/12/2014	03/03/2015	Jukin Media, Inc.
FAILARMY U	FAILARMY U	86617087	4831995	41	05/01/2015	10/13/2015	Jukin Media, Inc.
JUKIN VIDEO		86458668	4854085	41	11/19/2014	11/17/2015	Jukin Media, Inc.
FAILARMY U		86615458	4859750	41	04/30/2015	11/24/2015	Jukin Media, Inc.
JUKIN MEDIA		86430822	4907088	35, 41, 42, 45	10/22/2014	03/01/2016	Jukin Media, Inc.
PEOPLE ARE AWESOME	PEOPLE ARE AWESOME	79169436	4975441	25, 38, 41, 42, 45	08/13/2014	06/14/2016	Jukin Media, Inc.
FAILARMY	FAILARMY	86979781	5038087	9, 16, 25, 41	11/17/2014	09/06/2016	Jukin Media, Inc.
FVA	FVA	86980492	5079848	41	09/21/2015	11/08/2016	Jukin Media, Inc.

Title/Literal Element	Image	Application #	Registration #	Class. Nos.	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
FAIL ARMY		86980515	5097354	9, 16, 25, 41	04/14/2015	12/06/2016	Jukin Media, Inc.
		86911492	5099002	41	02/18/2016	12/13/2016	The Pet Collective, LLC
PEOPLE ARE AWESOME	<u>PEOPLE ARE AWESOME</u>	79178456	5107004	9, 35	01/06/2015	12/27/2016	Jukin Media, Inc. People Are Awesome Limited
THE PET COLLECTIVE		86911487	5112416	41	02/18/2016	01/03/2017	The Pet Collective, LLC
POKE MY HEART	POKE MY HEART	86980499	5125879	41	02/18/2015	01/17/2017	Jukin Media, Inc.
THE PET COLLECTIVE		86911496	5127134	41	02/18/2016	01/24/2017	The Pet Collective, LLC
THE PET COLLECTIVE	THE PET COLLECTIVE	87000243	5169670	41	04/14/2016	03/28/2017	The Pet Collective, LLC
DRAW MY PET	DRAW MY PET	86883267	5174338	41	01/22/2016	04/04/2017	The Pet Collective, LLC
THE PET COLLECTIVE	THE PET COLLECTIVE	85536902	4332736	41	02/08/2012	05/07/2013	THE PET COLLECTIVE LLC
		87180470	5274574	41	09/22/2016	08/29/2017	The Pet Collective, LLC

Title/Literal Element	Image	Application #	Registration #	Class. Nos.	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
FAILARMY U		86983431	5392410	9, 16, 25, 41	04/30/2015	01/30/2018	Jukin Media, Inc.
FAILURE IS THE ONLY OPTION	FAILURE IS THE ONLY OPTION	86983490	5408123	41	11/17/2014	02/20/2018	Jukin Media, Inc.
HAPPY TRAILER FUN TIME	HAPPY TRAILER FUN TIME	87065222	5418968	41	06/08/2016	03/06/2018	Jukin Media, Inc.
THE PET COLLECTIVE	THE PET COLLECTIVE	86983726	5443918	25	02/18/2016	04/10/2018	The Pet Collective, LLC
THE PET COLLECTIVE		86983725	5443917	25	02/18/2016	04/10/2018	The Pet Collective, LLC
		87977210	5466434	9	09/22/2016	05/08/2018	The Pet Collective, LLC
INGLORIOUS PRANKSTERS	INGLORIOUS PRANKSTERS	87977278	5471558	41	04/18/2017	05/15/2018	Jukin Media, Inc.
CAT FACE	CAT FACE	87593456	5499521	28	09/01/2017	06/19/2018	Jukin Media, Inc.
FAILURE IS THE ONLY OPTION	FAILURE IS THE ONLY OPTION	86230923	5561289	41	03/25/2014	09/11/2018	Jukin Media, Inc.
FAILARMY	FAILARMY	86179627	4604845	41	01/30/2014	09/16/2014	JUKIN MEDIA, INC.
THE PET COLLECTIVE	THE PET COLLECTIVE	86984128	5590713	9	02/18/2016	10/23/2018	The Pet Collective, LLC
THE PET COLLECTIVE		86984130	5596144	9	02/18/2016	10/30/2018	The Pet Collective, LLC

Title/Literal Element	Image	Application #	Registration #	Class Nos.	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
		87180412	5601901	9	09/22/2016	11/06/2018	The Pet Collective, LLC
JUKIN MEDIA	JUKIN MEDIA	86217746	4680907	35, 41, 42, 45	03/11/2014	02/03/2015	Jukin Media, Inc.
POKE MY HEART		88007701	5670117	41	06/20/2018	02/05/2019	Jukin Media, Inc
KIDS ARE AWESOME	KIDS ARE AWESOME	87736837	5668551	41	12/28/2017	02/05/2019	Jukin Media, Inc.
PEOPLE ARE AWESOME		88006599	5708286	41	06/19/2018	03/26/2019	Jukin Media, Inc
UG:06	UG:06	87906845	5808046	35	05/03/2018	07/16/2019	Jukin Media, Inc.
THE DAILY HEARTBEAT	THE DAILY HEARTBEAT	87824579	5869173	41	03/07/2018	09/24/2019	Jukin Media, Inc.
PEOPLE ARE AWESOME	PEOPLE ARE AWESOME	87428010	5897635	18, 21	04/27/2017	10/29/2019	Jukin Media, Inc.
ORDINARY PEOPLE DOING EXTRAORDINARY THINGS	ORDINARY PEOPLE DOING EXTRAORDINARY THINGS	88692544	6042704	35, 41	11/14/2019	04/28/2020	Jukin Media, Inc.
DRONEDOUT	DRONEDOUT	88637883	6217950	41	10/01/2019	12/08/2020	Jukin Media, Inc.
WEATHERSPY	WEATHERSPY	88637875	6217949	41	10/01/2019	12/08/2020	Jukin Media, Inc.
VIRAL WILD	VIRAL WILD	88691759	6218197	41	11/13/2019	12/08/2020	Jukin Media, Inc.
UNTRAINABLES	UNTRAINABLES	88768208	6336188	41	01/21/2020	04/27/2021	Jukin Media, Inc.
WEATHER IS AN ADVENTURE	WEATHER IS AN ADVENTURE	90083763	6336939	41	07/30/2020	04/27/2021	Jukin Media, Inc.

Title/Literal Element	Image	Application #	Registration #	Class. Nos.	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
TALES OF THE FAIL	TALES OF THE FAIL	90142619	6336980	41	08/27/2020	04/27/2021	Jukin Media, Inc.