

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vice Media LLC		03/02/2023	Limited Liability Company: DELAWARE
Levelprint Limited		03/02/2023	Limited Company: UNITED KINGDOM
Vice Media Canada Inc.		03/02/2023	Corporation: CANADA
Pulse Films Limited		03/02/2023	Limited Company: UNITED KINGDOM
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 Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1927373	I-D	
Serial Number:	87174261	PULSE	
Registration Number:	6187469	PULSE	
Registration Number:	6195467	VICE	
Serial Number:	90448292	VICE NEWS	
Registration Number:	6164584	VICE NEWS	
Serial Number:	90448330	VICELAND	
Serial Number:	87983321	VICELAND	
Serial Number:	90543068	WHAT HAPPENS NOW	
Registration Number:	5795569	BREAKING & ENTERTAINING	
Registration Number:	6097065	DOPE SICK NATION	
Serial Number:	88233953	HOW TO ROB A BANK	
Serial Number:	90525396	MOTHERBOARD	
Serial Number:	90087859	MOTHERBOARD	

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Property Type	Number	Word Mark
Serial Number:	87009306	NOISEY
Serial Number:	90512905	OLD BLUE LAST
Serial Number:	90448402	SHELTER IN PLACE WITH SHANE SMITH
Serial Number:	90617672	THE STORY OF
Serial Number:	97296440	TONIC
Registration Number:	6195468	VICE
Registration Number:	5885735	WAYPOINT
Serial Number:	90547212	WEEDIQUETTE

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 30963-00130

NAME OF SUBMITTER: Stephanie Kann

SIGNATURE: /stephanie kann/

DATE SIGNED: 03/02/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) dated as of March 2, 2023, 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 Fortress Credit Corp., as Administrative Agent and Wilmington Trust, 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, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VICE MEDIA LLC

DocuSigned by:
By: Hozefa Lokhandwala
AD973557ECE54FE...
Name: Hozefa Lokhandwala
Title: Chief Strategy Officer

LEVELPRINT LIMITED

DocuSigned by:
By: Hozefa Lokhandwala
AD973557ECE54FE...
Name: Hozefa Lokhandwala
Title: Director

VICE MEDIA CANADA INC.

DocuSigned by:
By: Richard Bisson
EE17881D135024E6...
Name: Richard Bisson
Title: Director

PULSE FILMS LIMITED

DocuSigned by:
By: Hozefa Lokhandwala
AD973557ECE54FE...
Name: Hozefa Lokhandwala
Title: Director

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

USPTO Trademark Registrations and Applications, Trademark Licenses Since 2019

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Int. Classes	Trademark Status
Levelprint Limited	i-D	United States of America	79145823	5777898	Jun 18 2019	9, 35, 38, 41	Registered
Levelprint Limited	i-D	United States of America	79975223	5288424	Sep 19 2017	16, 39, 43, 44, 45	Registered
Levelprint Limited	i-D and Design on Black Background	United States of America	74523310	1927373	Oct 17 1995	16	Registered
Pulse Films Ltd.	PULSE	United States of America	87174261			36, 41	Pending
Pulse Films Ltd.	PULSE (Stylized)	United States of America	86558365	6187469	Nov 03 2020	35, 41	Registered
Vice Media Canada Inc.	VICE	United States of America		6195467	Nov 10 2020	25	Registered
Vice Media Canada Inc.	VICE NEWS	United States of America	90448292			16, 18	Pending
Vice Media Canada Inc.	VICE NEWS	United States of America	87983322	6164584	Sep 29 2020	9, 41	Registered
Vice Media Canada Inc.	VICELAND	United States of America	90448330			16, 18	Pending
Vice Media Canada Inc.	VICELAND	United States of America	87983321			25	Pending
Vice Media Canada Inc.	WHAT HAPPENS NOW	United States of America	90543068			9, 35, 38, 41	Pending
Vice Media LLC	BREAKING & ENTERTAINING	United States of America	87882877	5795569	Jul 02 2019	41	Registered
Vice Media LLC	DOPE SICK NATION	United States of America	88101371	6097065	July 7 2020	41	Registered
Vice Media LLC	HOW TO ROB A BANK	United States of America	88233953			41	Pending

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Int. Classes	Trademark Status
Vice Media LLC	MOTHERBOARD	United States of America	90525396			9, 21, 25, 28	Pending
Vice Media LLC	MOTHERBOARD	United States of America	90087859			9, 28	Pending
Vice Media LLC	NOISEY	United States of America	87009306			9, 16, 21, 28	Pending
Vice Media LLC	OLD BLUE LAST	United States of America	90512905			16, 21, 25, 43	Pending
Vice Media LLC	SHELTER IN PLACE WITH SHANE SMITH	United States of America	90448402			41	Pending
Vice Media LLC	THE STORY OF	United States of America	90617672			41	Pending
Vice Media LLC	TONIC	United States of America	97296440			9, 41, 44	Pending
Vice Media LLC	VICE	United States of America	87381465	6195467	Nov 10 2020	25	Registered
Vice Media LLC	VICE (Stylized)	United States of America	87381504	6195468	Nov 10 2020	25	Registered
Vice Media LLC	WAYPOINT	United States of America	87192789	5885735	Oct 15 2019	41	Registered
Vice Media LLC	WEEDIQUETTE	United States of America	90547212			3, 25	Pending