

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1204304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VOX MEDIA, LLC		04/30/2024	Limited Liability Company: DELAWARE
VOX MEDIA HOLDINGS, INC.		04/30/2024	Corporation: DELAWARE
VMP PROMETHEUS, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP GIGAWATT, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP ESCAPADES, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP LIBRA, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP SNORKEL, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP BOOTY, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP BIRDIE, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP KINDER, LLC		04/30/2024	Limited Liability Company: DELAWARE
VOX MEDIA PRODUCTIONS (ROBOT AS), LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP DEMETER, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP NEMESIS, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP WHISTLE, LLC		04/30/2024	Limited Liability Company: DELAWARE
VOX MEDIA PRODUCTIONS (PUT PILOT AETN), LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP CHRONOS, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP VERITAS, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP CURVE, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP GOLIATH, LLC		04/30/2024	Limited Liability Company: DELAWARE

OP \$540.00.00 97158271

Name	Formerly	Execution Date	Entity Type
VMP HERACLES, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP ATHENA, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP JANUS, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP SPROUT, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP SERENITY, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP GENUINE, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP FIRECRACKER, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP STONEHENGE, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP APEX, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP HEARTH, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP MANGIA, LLC		04/30/2024	Limited Liability Company: DELAWARE
VMP CHICKPEA, LLC		04/30/2024	Limited Liability Company: DELAWARE
CAFE STUDIOS, INC.		04/30/2024	Corporation: DELAWARE
VM SUPPORT, LLC		04/30/2024	Limited Liability Company: DELAWARE
VOX MEDIA PRODUCTIONS HOLDINGS, LLC		04/30/2024	Limited Liability Company: DELAWARE
EPIC DIGITAL LLC		04/30/2024	Limited Liability Company: DELAWARE
GROUP NINE MEDIA, LLC		04/30/2024	Limited Liability Company: DELAWARE
VOX MEDIA PRODUCTIONS I, LLC		04/30/2024	Limited Liability Company: DELAWARE
VOX MEDIA PRODUCTIONS II, LLC		04/30/2024	Limited Liability Company: DELAWARE
VOX MEDIA PRODUCTIONS III, LLC		04/30/2024	Limited Liability Company: DELAWARE
GROUP NINE STUDIOS LLC		04/30/2024	Limited Liability Company: CALIFORNIA
GROUP NINE PRODUCTIONS LLC		04/30/2024	Limited Liability Company: CALIFORNIA
JASH HOLDINGS, LLC		04/30/2024	Limited Liability Company: DELAWARE
POPSUGAR LLC		04/30/2024	Limited Liability Company: _____

TRADEMARK

Name	Formerly	Execution Date	Entity Type
			DELAWARE
SEEKER MEDIA, LLC		04/30/2024	Limited Liability Company: DELAWARE
THEDODO.COM, LLC		04/30/2024	Limited Liability Company: DELAWARE
THRILLIST MEDIA GROUP, LLC		04/30/2024	Limited Liability Company: DELAWARE
GNM HOLDCO, INC.		04/30/2024	Corporation: DELAWARE
NEW YORK MEDIA LLC		04/30/2024	Limited Liability Company: DELAWARE
STUDIOS UNITED LLC		04/30/2024	Limited Liability Company: CALIFORNIA
STUDIO 9 LLC		04/30/2024	Limited Liability Company: CALIFORNIA
JASH, LLC		04/30/2024	Limited Liability Company: DELAWARE
POPSUGAR MEDIA LLC		04/30/2024	Limited Liability Company: DELAWARE
MMETRO.COM LLC		04/30/2024	Limited Liability Company: NEW YORK
VMP BOOSTERS, LLC		04/30/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Company Name:	FIRST-CITIZENS BANK & TRUST COMPANY
Street Address:	75 N. Fair Oaks Avenue (CLAS PAS-04-02)
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91103
Entity Type:	Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	97158271	CRIMINAL
Serial Number:	97158277	CRIMINAL
Serial Number:	90501551	SEX DIARIES
Serial Number:	87853420	IN CONVERSATION
Serial Number:	98432375	CINEMATRIX
Serial Number:	97647330	COMMAND LINE
Serial Number:	90870085	DAVY JONES' LOCKER ROOM
Serial Number:	97250895	THE DODO
Serial Number:	97234866	DODO KIDS

Property Type	Number	Word Mark
Serial Number:	97497071	DODOVET
Serial Number:	97499159	INTO IT
Serial Number:	98127332	NEW YAWK
Serial Number:	90774477	NEW YAWK
Serial Number:	97550819	ON WITH KARA SWISHER
Serial Number:	97095407	PIVOT
Serial Number:	97229712	POPSUGAR
Serial Number:	88925397	SECRET BASE
Serial Number:	87825575	THE DODO
Serial Number:	88668334	THE DODO
Serial Number:	97230364	THE DODO
Serial Number:	90980937	THE DODO PAW OF APPROVAL

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 2354361 JM

NAME OF SUBMITTER: Andrew Hackett

SIGNATURE: Andrew Hackett

DATE SIGNED: 05/01/2024

Total Attachments: 11

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FIRST SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Supplement to Intellectual Property Security Agreement (this “Supplement”) is entered into as of April 30, 2024 by and between FIRST-CITIZENS BANK & TRUST COMPANY (“Bank”) and the Grantors listed on the signature page hereto (individually and collectively, as the context requires, jointly and severally, “Grantor”).

RECITALS

WHEREAS, Grantor previously executed and delivered that certain Intellectual Property Security Agreement dated July 3, 2023 (as amended of record from time to time hereinafter, the “IP Agreement”) in favor of Bank, pursuant to which Grantor pledged, assigned and granted a security interest in certain Intellectual Property Collateral, which was recorded with the Trademark division of the United States Patent and Trademark Office on July 5, 2023 at Reel 8214, Frame 0326 and the United States Copyright Office on July 5, 2023 at Volume 15016, Doc. No. 684.

WHEREAS, Grantor has developed additional copyrights and trademarks and desires to hereby confirm the pledge of, and grant of a security interest in, such additional intellectual property in favor of Bank.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

AGREEMENT

1. **Definitions.** All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. **Supplement to Exhibit A.** Exhibit A to the IP Agreement is hereby supplemented, but not replaced, by Exhibit A-1 annexed hereto.
3. **Supplement to Exhibit C.** Exhibit C to the IP Agreement is hereby supplemented, but not replaced, by Exhibit C-1 annexed hereto.
4. **Miscellaneous:**
 - (a) Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
 - (b) This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[Signature page follows.]

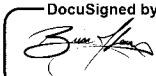
Execution Version

IN WITNESS WHEREOF, the parties have caused this Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.


GRANTOR:

**On behalf of:
VOX MEDIA, LLC**

By: Vox Media Holdings, Inc., as manager


DocuSigned by:

By: _____
Name: Brian Leung
Title: General Counsel

**On behalf of:
VOX MEDIA HOLDINGS, INC.**

DocuSigned by:

By: _____
Name: Brian Leung
Title: General Counsel

**On behalf of:
VMP PROMETHEUS, LLC
VMP GIGAWATT, LLC
VMP ESCAPADES, LLC
VMP LIBRA, LLC
VMP SNORKEL, LLC
VMP BOOTY, LLC
VMP BIRDIE, LLC
VMP KINDER, LLC**

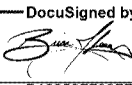
By: Vox Media Holdings, Inc., as manager of Vox Media, LLC, as sole member of Vox Media Productions Holdings, LLC, as sole member of Vox Media Productions I, LLC, as sole member

DocuSigned by:

By: _____
Name: Brian Leung
Title: General Counsel

On behalf of:

**VOX MEDIA PRODUCTIONS (ROBOT AS), LLC
VMP DEMETER, LLC
VMP NEMESIS, LLC
VMP WHISTLE, LLC
VMP BOOSTERS, LLC
VOX MEDIA PRODUCTIONS (PUT PILOT
AETN), LLC
VMP CHRONOS, LLC
VMP VERITAS, LLC
VMP CURVE, LLC
VMP GOLIATH, LLC
VMP HERACLES, LLC
VMP ATHENA, LLC
VMP JANUS, LLC
VMP SPROUT, LLC
VMP SERENITY, LLC
VMP GENUINE, LLC
VMP FIRECRACKER, LLC
VMP STONEHENGE, LLC
VMP APEX, LLC**

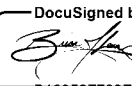
By: Vox Media Holdings, Inc., as manager of Vox Media, LLC, as sole member of Vox Media Productions Holdings, LLC, as sole member of Vox Media Productions II, LLC, as sole member

DocuSigned by:

By: _____
Name: Brian Leung
Title: General Counsel

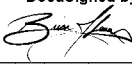
On behalf of:

**VMP HEARTH, LLC
VMP MANGIA, LLC
VMP CHICKPEA, LLC**

By: Vox Media Holdings, Inc., as manager of Vox Media, LLC, as sole member of Vox Media Productions Holdings, LLC, as sole member of Vox Media Productions III, LLC, as sole member


DocuSigned by:

By: _____
Name: Brian Leung
Title: General Counsel

CAFE STUDIOS, INC.

DocuSigned by:
By: 
Name: Brian Leung
Title: General Counsel

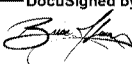
**On behalf of:
VM SUPPORT, LLC
VOX MEDIA PRODUCTIONS HOLDINGS, LLC
EPIC DIGITAL LLC
GROUP NINE MEDIA, LLC**

By: Vox Media Holdings, Inc., as manager of Vox Media, LLC, as sole member

DocuSigned by:
By: 
Name: Brian Leung
Title: General Counsel

**On behalf of:
VOX MEDIA PRODUCTIONS I, LLC
VOX MEDIA PRODUCTIONS II, LLC
VOX MEDIA PRODUCTIONS III, LLC**

By: Vox Media Holdings, Inc., as manager of Vox Media, LLC, as sole member of Vox Media Productions Holdings, LLC, as sole member

DocuSigned by:
By: 
Name: Brian Leung
Title: General Counsel

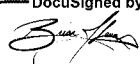
**On behalf of:
GROUP NINE STUDIOS LLC**

By: Vox Media Holdings, Inc., as manager of Vox Media, LLC, as sole member of Group Nine Media, LLC, as managing member


DocuSigned by:
By: 
Name: Brian Leung
Title: General Counsel

On behalf of:
GROUP NINE PRODUCTIONS LLC
JASH HOLDINGS, LLC
POPSUGAR LLC
SEEKER MEDIA, LLC
THEDODO.COM, LLC
THRILLIST MEDIA GROUP, LLC

By: Vox Media Holdings, Inc., as manager of Vox Media, LLC, as sole member of Group Nine Media, LLC, as sole member

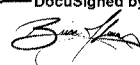
DocuSigned by:

By: _____
Name: Brian Leung
Title: General Counsel

On behalf of:
GNM HOLDCO, INC.

DocuSigned by:

By: _____
Name: Brian Leung
Title: General Counsel


On behalf of:
NEW YORK MEDIA LLC

By: Vox Media Holdings, Inc., as manager of Vox Media, LLC, as member

DocuSigned by:

By: _____
Name: Brian Leung
Title: General Counsel

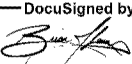
**On behalf of:
STUDIOS UNITED LLC**

By: Vox Media Holdings, Inc., as manager of Vox Media, LLC, as sole member of Group Nine Media, LLC, as managing member of Group Nine Studios LLC, as managing member

DocuSigned by:

By: _____
Name: Brian Leung
Title: General Counsel

**On behalf of:
STUDIO 9 LLC**

By: Vox Media Holdings, Inc., as manager of Vox Media, LLC, as sole member of Group Nine Media, LLC, as managing member of Group Nine Studios LLC, as sole member

DocuSigned by:

By: _____
Name: Brian Leung
Title: General Counsel

**On behalf of:
JASH, LLC**

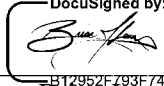
By: Vox Media Holdings, Inc., as manager of Vox Media, LLC, as sole member of Group Nine Media, LLC, as sole member of Jash Holdings, LLC, as sole member

DocuSigned by:

By: _____
Name: Brian Leung
Title: General Counsel

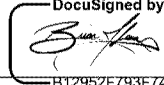
**On behalf of:
POPSUGAR MEDIA LLC**

By: Vox Media Holdings, Inc., as manager of Vox Media, LLC, as sole member of Group Nine Media, LLC, as sole member of POPSUGAR LLC, as sole member

DocuSigned by:

By: _____
Name: Brian Leung
Title: General Counsel

**On behalf of:
MMETRO.COM LLC**

By: Vox Media Holdings, Inc., as manager of Vox Media, LLC, as sole member of Group Nine Media, LLC, as sole member of Thrillist Media Group, LLC, as manager

DocuSigned by:

By: _____
Name: Brian Leung
Title: General Counsel

Execution Version

BANK:

**FIRST-CITIZENS BANK & TRUST
COMPANY**

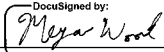


By: 
Name: Megan Wood
Title: Vice President

EXHIBIT A-1Copyrights

Title	(Application No. Filing Date) Registration No. Registration Date	Owner/Grantor
New York Magazine (April 18 – May 1, 2016 to May 16 - 29, 2016)	TX8256391 06/27/2016	New York Magazine LLC
New York Magazine (June 2012 to August 2012)	TXu1848488 09/05/2012	New York Magazine LLC
New York Magazine (May 30 – June 12, 2016 to August 22 - September 4, 2016)	TX8447281 10/24/2016	New York Magazine LLC
New York (magazine) [2nd Quarter 2019]	(18380953252 06/10/2019)	New York Media, LLC
New York (magazine)	(113422122601 01/20/2024)	Vox Media, LLC
New York (magazine)	(113424132962 01/20/2024)	Vox Media, LLC
New York (magazine)	(113424201147 01/20/2024)	Vox Media, LLC
New York (magazine)	(113413948832 01/20/2024)	Vox Media, LLC
New York (magazine)	(113422122628 01/20/2024)	Vox Media, LLC
New York (magazine)	(113424132990 01/20/2024)	Vox Media, LLC
New York (magazine) [Q4 2020]	(110282638172 03/19/2021)	Vox Media, LLC

EXHIBIT C-1

Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner/Grantor
CRIMINAL	09	97/158271 12/06/2021	N/A	Criminal Productions, LLC
CRIMINAL	41	97/158277 12/06/2021	N/A	Criminal Productions, LLC
SEX DIARIES	41	90/501551 02/01/2021	7122354 07/25/2023	New York Media LLC
IN CONVERSATION	41	87/853420 03/28/2018	7101103 07/04/2023	New York Media, LLC
CINEMATRIK	41	98/432375 03/04/2024	N/A	Vox Media, LLC
COMMAND LINE	41	97/647330 10/25/2022	7284016 01/23/2024	Vox Media, LLC
DAVY JONES' LOCKER ROOM	41	90/870085 08/06/2021	7027164 04/11/2023	Vox Media, LLC
Dodo Bird Head Design & THE DODO 	44	97/250895 02/02/2022	7367858 04/23/2024	Vox Media, LLC
DODO KIDS & Bird Logo (color) 	41	97/234866 01/24/2022	N/A	Vox Media, LLC
DODOVET	44	97/497071 07/11/2022	N/A	Vox Media, LLC
INTO IT	09, 41	97/499159 07/12/2022	7329016 03/12/2024	Vox Media, LLC

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner/Grantor
NEW YAWK (Stylized)	18	98/127332 08/10/2023	N/A	Vox Media, LLC
<i>NEW YAWK</i>				
NEW YAWK (Stylized) <i>NEW YAWK</i>	25	90/774477 06/15/2021	7357391 04/09/2024	Vox Media, LLC
ON WITH KARA SWISHER	09, 41	97/550819 08/16/2022	N/A	Vox Media, LLC
PIVOT	41	97/095407 10/27/2021	N/A	Vox Media, LLC
POPSUGAR	21, 27, 28	97/229712 01/20/2022	7347713 04/02/2024	Vox Media, LLC
SECRET BASE	41	88/925397 05/20/2020	7043448 05/02/2023	Vox Media, LLC
THE DODO	35	87/825575 03/08/2018	7093739 06/27/2023	Vox Media, LLC
THE DODO	36, 44	88/668334 10/25/2019	7101176 07/04/2023	Vox Media, LLC
THE DODO	44	97/230364 01/20/2022	7367824 04/23/2024	Vox Media, LLC
THE DODO PAW OF APPROVAL & Design 	35, 42	90/980937 08/12/2021	7367673 04/23/2024	Vox Media, LLC

TRADEMARK

REEL: 008417 FRAME: 0246

RECORDED: 05/01/2024