

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Two West, LLC		06/06/2016	Limited Liability Company: MISSOURI
Wavemaker Labs, LLC		06/06/2016	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3884581	DIGITAL ANTHROPOLOGY	
Registration Number:	3157935	TWO WEST	
Registration Number:	3361069	THE BRAND SHOW	
Registration Number:	4580436	RETAIL ARCHETYPES	
Registration Number:	4944559	COMPASS MARKETING INTELLIGENCE TOOL	
Serial Number:	87005667	LOCALWAVE	
CORRESPONDENCE DATA			
Fax Number:	3127069000		
<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:	312-701-8623		
Email:	rassmus@mayerbrown.com, msherlock@mayerbrown.com		
Correspondent Name:	Richard Assmus		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
NAME OF SUBMITTER:	Richard M. Assmus		
SIGNATURE:	/RMA/		

CH \$165.00 3884581

DATE SIGNED:

06/07/2016

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Security Agreement”), made as of June 6, 2016, by and among TWO WEST, LLC, a Missouri limited liability company (“Two West”), WAVEMAKER LABS, LLC, a Missouri limited liability company (“WaveMaker Labs”, and together with Two West, each a “Grantor”, and collectively, the “Grantors”) in favor of THE PRIVATEBANK AND TRUST COMPANY, as administrative agent for itself, all Lenders party to the Credit Agreement (as hereafter defined) and (to the extent set forth herein) certain Affiliates of the Lenders (in such capacity, the “Agent”).

W I T N E S S E T H

WHEREAS, The Sandbox Group, LLC, a Nevada limited liability company (“Holdings”) and Sandbox Acquisitions, LLC, a Nevada limited liability company (“Sandbox USA”, and together with Holdings, each a “Borrower”, and collectively, the “Borrowers”), the other Loan Parties party thereto, Lenders and Agent are parties to a certain Credit Agreement dated as of March 8, 2016 (as amended, amended and restated or otherwise modified from time to time, the “Credit Agreement”), a certain Guaranty and Collateral Agreement dated as of March 8, 2016 (as amended, amended and restated or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), and certain other related loan documents (collectively, with the Credit Agreement and the Guaranty and Collateral Agreement, and as each may be amended or otherwise modified from time to time, the “Financing Agreements”), which Financing Agreements provide (i) for Lenders to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by each Grantor to Agent of a security interest in substantially all of such Grantor’s assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Financing Agreements.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Agent, on behalf of the Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in such Grantor’s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, proceeds, damages and payments now and

hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); all rights corresponding to any of the foregoing throughout the world and the goodwill of each Grantor’s business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Each Grantor warrants and represents to Agent and the Lenders that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) to the knowledge of each Grantor, such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by such Grantor not to sue third persons;

(iii) no Grantor has any notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) each Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise provided herein, each Grantor agrees that until all Secured Obligations shall have been satisfied in full in cash and the Financing Agreements shall have been terminated, such Grantor shall not, without the prior written consent of Agent, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would adversely affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Each Grantor represents and warrants that, based on a diligent investigation by such Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) now owned by such Grantor. If, before all Secured Obligations shall have been satisfied in full in cash or before the Financing Agreements have been terminated, any Grantor shall (i) become aware of any existing registered Trademarks or material unregistered Trademarks of which such Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any registered Trademarks or material unregistered Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Grantor shall give to Agent prompt written notice thereof. Each Grantor hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full in cash of all Secured Obligations and the termination of the Financing Agreements. Each Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to such Grantor.

7. Product Quality. Each Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, each Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantors under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full in cash of the Secured Obligations and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by the Grantors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid the Grantors and until paid shall constitute Secured Obligations.

10. Duties of Grantors. The Grantors shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until Secured Obligations shall have been paid in full in cash and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the obligations of the Grantors under this Section 10 shall be borne the Grantors.

11. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, the Grantors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and the Grantors shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between the Grantors and Agent and/or the Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any

Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent and/or the Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Secured Obligations shall have been paid in full in cash and the Financing Agreements have been terminated. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent and Lenders shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon the Grantors and their respective successors and assigns, and shall inure to the benefit of Agent and the Lenders, and their respective successors, nominees and assigns.

17. Governing Law. THIS SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES, AND APPLICABLE FEDERAL LAW.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Each Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

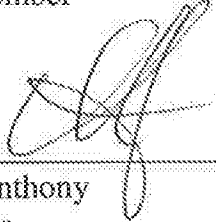
[Signatures Immediately Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the date first written above.

Grantors:

TWO WEST, LLC

By: Sandbox Acquisitions, LLC
a Nevada limited liability company
Its: Sole Member

By: 
Name: Mark Anthony
Its: Manager

WAVEMAKER LABS, LLC

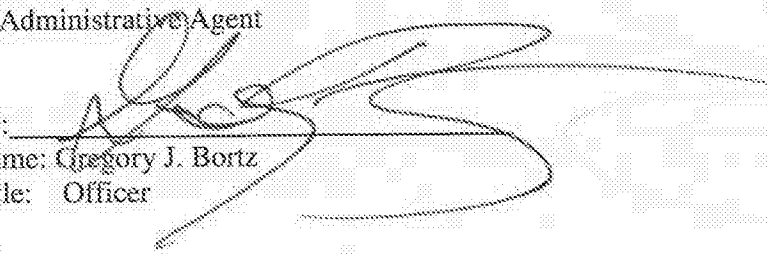
By: Two West, LLC
a Missouri limited liability company
Its: Sole Member

By: Sandbox Acquisitions, LLC
a Nevada limited liability
company
Its: Sole Member

By: 
Name: Mark Anthony
Its: Manager

Agreed and Accepted
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: 
Name: Gregory J. Bortz
Title: Officer

Signature Page to Trademark Security Agreement (Two West)

TRADEMARK
REEL: 005809 FRAME: 0064

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Owner of Record</u>	<u>Trademark Description</u>	<u>U.S. Serial/ Registration No.</u>	<u>Date Registered</u>
Two West, Inc.	Digital Anthropology	Serial No. 85069531 Reg. No. 3884581	November 30, 2010
Two West, Inc.	Two West	Serial No. 78748679 Reg. No. 3157935	October 17, 2006
Two West, Inc.	The Brand Show	Serial No. 77062038 Reg. No. 3361069	December 25, 2007
Two West, Inc.	Retail Archetypes	Serial No. 85320056 Reg. No. 4580436	August 5, 2014
Two West, Inc.	Compass Marketing Intelligence Tool	Serial No. 86634842 Reg. No. 4,944,559	April 26, 2016

TRADEMARK APPLICATIONS

<u>Owner of Record</u>	<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Two West, Inc.	LocalWave	Serial No. 87005667	April 19, 2016