

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426971

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
121CAST PTY LTD ACN 158 362 675		05/08/2017	Proprietary Limited Company: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRITON DIGITAL CANADA INC.		
<b>Street Address:</b>	15303 VENTURA BLVD., SUITE 1500		
<b>Internal Address:</b>	C/O TRITON DIGITAL, INC.		
<b>City:</b>	SHERMAN OAKS		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91403		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4554198	121CAST	
<b>Serial Number:</b>	86074707	OMNY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>			
<b>Phone:</b>	3125778265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic C/O Katten		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	388076-1		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		
<b>DATE SIGNED:</b>	05/10/2017		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of May 8, 2017, by 121CAST PTY LTD ACN 158 362 675, an Australian proprietary limited company (“**Grantor**”), in favor of TRITON DIGITAL CANADA INC., a Québec corporation, as Lender (each as defined in the Loan Agreement referenced below) (in such capacity, “**Grantee**”):

WITNESSETH

WHEREAS, Grantor, 121Cast Inc., a Delaware corporation (“**Holdings**”), and Grantee have entered into that certain Convertible Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), pursuant to which Grantee has agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain General Secured Deed dated as of the date hereof, by and between Grantor and Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee a security interest and Encumbrance and Lien upon substantially all assets (including the Secured Property and the Collateral) of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and other source or business identifiers of Grantor, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof (all of the foregoing in clauses (a) and (b), collectively, “**Trademarks**”), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all income, royalties, damages and payments with respect to the foregoing, to secure the payment of all Secured Money and all Obligations.

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, Grantor agrees as follows:

1. Incorporation of Loan Agreement and Security Agreement. The representations and warranties contained in the Loan Agreement and the Security Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. The provisions of Section 11 and the first paragraph of Section 13 of the Loan Agreement are incorporated herein by reference thereto *mutatis mutandis*. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement, or if not defined therein, in the Loan Agreement. In the event of a conflict between a provision of the Security Agreement and a provision of this Agreement, the provision of the Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment of the Secured Money and the Obligations, Grantor hereby unconditionally grants to Grantee and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing Encumbrance and Lien on and security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto and all other Trademarks, together with any reissues, continuations or extensions thereof, all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, and all proceeds and products with respect to the foregoing; and

(b) all income, royalties, damages and payments relating to the foregoing, including without limitation, damages payable with respect to any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark, and all proceeds and products with respect to the foregoing.

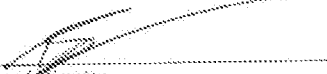
3. Governing Law. The State of New York law in the United States governs this Agreement without regard to principles of conflicts of law (other than New York General Obligations Law Sections 5-1401 and 5-1402).

4. Counterparts. This Agreement may be executed in several counterparts, and by each party hereto on separate counterparts, each of which and any photocopies, facsimile copies and other electronic methods of transmission thereof shall be deemed an original, but all of which together shall constitute one and the same agreement.

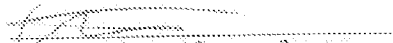
*[Signature Pages Follow]*

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

**EXECUTED AND DELIVERED BY 121CAST PTY LTD**  
ACN 158 362 675, an Australian proprietary limited company  
in accordance with section 127 of the Corporations Act 2001 (Cth):

  
.....  
Signature of Director

Sharon Taylor  
Name of Director (Print)

  
.....  
Signature of Director / Company Secretary

Long Zheng  
Name of Director / Company Secretary  
(Print)

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Agreed and Accepted  
As of the Date First Written Above:

**TRITON DIGITAL CANADA INC.,**  
a Quebec corporation,  
as Lender

By: 

Name: Mark Rosenbaum

Title: Executive Vice President and Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006054 FRAME: 0140**

**SCHEDULE A**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Owner/Applicant</b>
OMNY	86074707	9/25/13	N/A	N/A	Published (Pending) Intent to Use	121Cast Pty Ltd.
121CAST	85785916	11/22/12	4554198	6/24/14	Registered	121Cast Pty Ltd.