

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Millennium Management Inc. D/B/A Impact Digital		08/09/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	GarMark SBIC Advisors LLC		
Street Address:	One Landmark Square		
Internal Address:	6th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3180043	IMPACT DIGITAL	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	770434		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	08/15/2017		
Total Attachments: 4			
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Execution Version

The parties hereto acknowledge and agree that the liens and security interests securing the obligations evidenced hereby, the exercise of any right or remedy with respect thereto and certain of the other rights of Agent and the Purchasers hereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of August 9, 2017 (as amended, restated, amended and restated, supplemented, modified, refinanced or replaced from time to time in accordance with the terms thereof, the "**Intercreditor Agreement**"), by and among Webster Bank, National Association, as the First Lien Agent (as defined therein), GarMark SBIC Advisors LLC, as the Second Lien Agent (as defined therein), CoCreativ Corp., a Delaware corporation as borrower and each other borrower from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

GRANT OF SECURITY INTEREST (TRADEMARKS)

This GRANT OF SECURITY INTEREST (TRADEMARKS) (this "**Agreement**") is dated as of August 9, 2017, between the undersigned, **MILLENNIUM MANAGEMENT INC. D/B/A IMPACT DIGITAL**, a New York corporation (the "**Grantor**"), and **GARMARK SBIC ADVISORS LLC** ("**Agent**") which are parties to a Security Agreement, dated as of August 9, 2017 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, the Grantor has granted to Agent a security interest in and to the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to Agent a security interest in and to the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"), to secure the prompt payment, performance and observance of the Obligations (as such term is defined in the Note Purchase Agreement referred to in the Security Agreement):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and

(c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Agent's address is: One Landmark Square, 6th Floor, Stamford, Connecticut, 06901, Attention: Steven C. Pickhardt.

This Agreement and the other Note Documents are subject to the Intercreditor Agreement and in the event of any discrepancy between this Agreement or any other Note Document and the Intercreditor Agreement, the Intercreditor Agreement shall control.

Signature Page to Millennium Grant of Security Interest (Trademark)

{3255377; 3; 02688-022}

TRADEMARK
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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the date first written above.

**MILLENNIUM MANAGEMENT INC.,
D/B/A IMPACT DIGITAL**

By: 

Name: Joseph R. Rondinelli

Title: Vice President

Signature Page to Millennium Grant of Security Interest (Trademark)

TRADEMARK
REEL: 006129 FRAME: 0744

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of August 9, 2017

<u>Trademarks</u>	<u>Registration No.</u>	<u>Filing Date</u>
IMPACT DIGITAL	3,180,043	December 5, 2006

{3255377; 3; 02688-022}