

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIVERSIFIED MERCURY COMMUNICATIONS, LLC		09/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CALLIDUS CAPITOL CORPORATION		
Street Address:	181 Bay Street		
Internal Address:	Suite 4620, Bay Willington Tower		
City:	Brookfield Place		
State/Country:	CANADA		
Postal Code:	ON MSJ 2T3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85024129	THE PERFORMANCE AGENCY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(310) 586-7784		
Email:	parisma@gtlaw.com		
Correspondent Name:	Margie Paris c/o Greenberg Traurig, LLP		
Address Line 1:	1840 Century Park East		
Address Line 2:	Suite 1900		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
DOMESTIC REPRESENTATIVE			
Name:	Margie Paris c/o Greenberg Traurig LLP		
Address Line 1:	1840 Century Park East		
Address Line 2:	Suite 1900		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Margie Paris		
SIGNATURE:	/Margie Paris/		

CH \$40.00 85024129

DATE SIGNED:	10/02/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is entered into as of September 29, 2017 by Diversified Mercury Communications, LLC, a Delaware limited liability company (the "Borrower") and DTR Advertising, Inc., a Delaware corporation ("DTR Advertising" and together with the Borrower, each individually, a "Grantor" and collectively, the Grantors"), each having an address of c/o Diversified Mercury Communications Holding Company, LLC, 40 Wall Street, 47th Floor, New York, NY 10005, in favor of CALLIDUS CAPITAL CORPORATION (the "Lender"), with offices at 181 Bay Street, Suite 4620, Bay Wellington Tower, Brookfield Place, P.O. Box 792, Toronto, ON MSJ 2T3.

This Agreement is executed pursuant to the terms of (a) the Loan Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Borrower and Diversified Mercury Communications Holding Company, LLC, a Delaware limited liability company ("Holdings"), on the one hand, and Lender, on the other hand, (b) the Security Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Borrower, Holdings, and DTR Advertising, on the one hand, and Lender, on the other hand, and (c) the Guaranty and Security Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement") made by DTR Advertising and Holdings in favor of the Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement, the Security Agreement, or the Guaranty Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Lender a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademark Collateral and all of the goodwill of the business connected with the use of, and symbolized by, all Trademark Collateral of such Grantor (excluding trademark applications or servicemark applications for which such Grantor has not filed and had accepted under Applicable Law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each trademark, trademark application, service mark, and service mark application listed on Schedule A hereto;

(ii) each trademark license, each service mark license, and all proceeds thereunder, including, without limitation, any trademark license and any service mark license listed on Schedule B hereto;

(iii) all claims by such Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark Collateral, including, without limitation, any Trademark Collateral listed on Schedule A or under any Trademark Collateral licensed under any license including, without limitation, any license listed on Schedule B hereto, (b) injury to the goodwill associated with any Trademark Collateral, or (c) breach or enforcement of any agreement entered into in connection with any Trademark Collateral; and

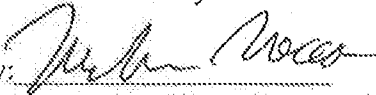
(iv) all products and proceeds of the foregoing.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with any Credit Document, the provisions of such Credit Document shall govern.

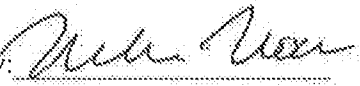
[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Diversified Mercury Communications, LLC

By: 
Name: NICHOLAS NOCCA
Title: CEO

DTR Advertising, Inc.

By: 
Name: NICHOLAS NOCCA
Title: CEO

[Signature Page to Trademark Security Agreement]

Schedule A to Trademark Security Agreement
TRADEMARKS

#	Trademark/Service mark	Serial Number	Registration Number
1.	THE PERFORMANCE AGENCY	85024129	3905983

[Trademark Security Agreement]

Schedule B to Trademark Security Agreement
TRADEMARK AND SERVICE MARK LICENSES

None.

[Trademark Security Agreement]