

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MBS Opco, LLC		12/29/2017	Limited Liability Company: UNITED STATES
RECEIVING PARTY DATA			
Name:	BlackRock Capital Investment Corporation, as Agent		
Street Address:	40 East 52nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3581305	BASESTATION	
Registration Number:	3825753	GEOSTATION	
Registration Number:	2859976	M MARKETRON	
Registration Number:	3288260	MSONG	
Registration Number:	4193549	MMMM	
Registration Number:	4193550	MMMM	
Registration Number:	4193551	MMMM	
Registration Number:	3983767	MARKETRON	
Registration Number:	3983768	MARKETRON	
Registration Number:	4078805	MARKETRON	
Registration Number:	3987270	GUIDABLE	
Registration Number:	3964219	MARKETRON EXCHANGE	
Registration Number:	2167563	TAPCONNECT	
Registration Number:	3968524	REVENUE BUILDER	
Registration Number:	3495650	SCOTT TRAFFIC	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 3581305

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-459-7221
Email: bsnyder@goodwinlaw.com
Correspondent Name: Bryan Snyder
Address Line 1: c/o Goodwin Procter LLP
Address Line 2: 620 8th Avenue
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Secretary
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SIGNATURE:	/s/ Ron Nayot
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DATE SIGNED:	12/29/2017
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2017, is made by each of the entities listed on the signature pages hereof (collectively, the “Grantors”), in favor of BlackRock Capital Investment Corporation, as Agent for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 29, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MBS Intermediate, LLC, a Delaware limited liability company, as Holdings, MBS Opco, LLC, a Delaware limited liability company, as the Borrower, and MBS Real Estate, LLC, a Delaware limited liability company, the Agent and the Lenders, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Security Agreement of even date herewith in favor of the Agent (the “Security Agreement”), to secure its Obligations by granting to the Agent for the benefit of the Lenders a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, each Grantor is party to the Security Agreement pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) excluding any “intent to use” Trademark applications for which a statement of use has not been filed, all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MBS Opco, LLC,
as Grantor

By: 
Name: Ron Nayot
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

BLACKROCK CAPITAL INVESTMENT CORPORATION,
as Agent




By: BlackRock Advisors, LLC
Its: Investment Manager


By: 
Name: Michael Zugay
Title: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

REGISTERED TRADEMARKS

Mark Name	Country	Owner	Registration Status	Application Number	Application Date	Registration Number	Registration Date
BASESTATION	United States	MBS Opco, LLC (as assignee of Marketron Broadcast Solutions, LLC (as assignee of Marketron Interactive, Inc.))	Registered	77/283,631	09/19/2007	3,581,305	02/24/2009
GEOSTATION	United States	MBS Opco, LLC (as assignee of Marketron Broadcast Solutions, LLC (as assignee of Marketron Interactive, Inc.))	Registered	77/555,831	08/26/2008	3,825,753	07/27/2010
M MARKETRON and Design  Marketron	United States	MBS Opco, LLC (as assignee of Marketron Broadcast Solutions, LLC)	Registered	78/178,202	10/24/2002	2,859,976	07/06/2004
MSONG	United States	MBS Opco, LLC (as assignee of Marketron Broadcast Solutions, LLC (as assignee of Marketron Mobile LLC))	Registered	78/978,897	09/08/2005	3,288,260	09/04/2007
MMM and Design 	United States	MBS Opco, LLC (as assignee of Marketron Broadcast Solutions, LLC)	Registered (Class 42)	85/465,037	11/04/2011	4,193,549	08/21/2012
MMM and Design 	United States	MBS Opco, LLC (as assignee of Marketron Broadcast Solutions, LLC)	Registered (Class 41)	85/465,046	11/04/2011	4,193,550	08/21/2012

Mark Name	Country	Owner	Registration Status	Application Number	Application Date	Registration Number	Registration Date
MMMM and Design 	United States	MBS Opco, LLC (as assignee of Marketron Broadcast Solutions, LLC)	Registered (Class 9)	85/465,054	11/04/2011	4,193,551	08/21/2012
MARKETRON	United States	MBS Opco, LLC (as assignee of Marketron Broadcast Solutions, LLC)	Registered (Class 42)	85/009,225	04/08/2010	3,983,767	06/28/2011
MARKETRON	United States	MBS Opco, LLC (as assignee of Marketron Broadcast Solutions, LLC)	Registered (Class 41)	85/009,227	04/08/2010	3,983,768	06/28/2011
MARKETRON	United States	MBS Opco, LLC (as assignee of Marketron Broadcast Solutions, LLC)	Registered (Class 9)	85/009,222	04/08/2010	4,078,805	01/03/2012
GUIDABLE	United States	MBS Opco, LLC (as assignee of Marketron Broadcast Solutions, LLC (as assignee of Emmis Interactive, Inc.))	Registered	85/139,161	09/27/2010	3,987,270	06/28/2011
MARKETRON EXCHANGE	United States	MBS Opco, LLC (as assignee of Marketron Broadcast Solutions, LLC)	Registered	77/944,872	02/25/2010	3,964,219	05/24/2011
TAPCONNECT	United States	MBS Opco, LLC (as assignee of Marketron Broadcast Solutions, LLC (as assignee of TAPSCAN, LLC))	Registered	75/303,266	06/04/1997	2,167,563	06/23/1998
REVENUE BUILDER	United States	MBS Opco, LLC (as assignee of Marketron Broadcast Solutions, LLC)	Registered	77/944,868	02/25/2010	3,968,524	05/31/2011
SCOTT TRAFFIC	United States	MBS Opco, LLC (as assignee of Marketron RT, LLC)	Registered	77/385,869	01/31/2008	3,495,650	09/02/2008

TRADEMARK APPLICATIONS

None.

IP LICENSES

None.