

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EOS Worldwide, LLC		07/09/2018	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	New Canaan Funding Mezzanine VI GP, LLC		
Street Address:	330 S. Naperville Road, Suite 401		
City:	Wheaton		
State/Country:	ILLINOIS		
Postal Code:	60187		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3565934	ENTREPRENEURIAL OPERATING SYSTEM	
Registration Number:	3432932	EOS	
Registration Number:	4513247	TRACTION	
Registration Number:	4466082		
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	1500 Broadway, Suite 2900		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	07/18/2018		
Total Attachments: 4			
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Confirmation of Grant of Security Interest in Trademark Rights

This CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of July 9, 2018, is made by each of the entities listed on the signature pages hereof (collectively, the "Grantors") in favor of NEW CANAAN FUNDING MEZZANINE VI GP, LLC, a Delaware limited liability company, as agent (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of May 11, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Note Purchase Agreement"), by and among EOS Worldwide, LLC, a Michigan limited liability Company ("EOS"), the other Persons party thereto as Issuers, the Persons party thereto as Purchasers and the Agent for the Purchasers, the Purchasers agreed to purchase Notes of the Issuers upon the terms and subject to the conditions set forth therein;

WHEREAS, EOS granted to the Agent a continuing security interest in all of its Trademarks pursuant to the Note Purchase Agreement; and

WHEREAS, EOS transferred the rights to its Trademarks to Grantor pursuant to that certain Intellectual Property Assignment Agreement, dated as of the date hereof, by and between Grantor and EOS; and

WHEREAS, Grantor has granted to the Agent a continuing security interest in all of its Trademarks pursuant to a Joinder to the Note Purchase Agreement, dated as of the date hereof;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Confirmation of Grant of Security Interest. Grantor hereby confirms its grant of a security interest in all of Grantor's right, title and interest in the Trademarks (including those items listed on Schedule A hereto), including the right to receive all proceeds therefrom (the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted therein and deemed to be included in the Collateral.

2. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest in the Note Purchase Agreement with the United States Patent and Trademark Office. The security interest granted thereby has been granted to the Lenders in connection with the Note Purchase Agreement and is expressly subject to the terms and conditions thereof. The Note Purchase Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted in the Note Purchase Agreement are more fully set forth in the Note Purchase Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Note Purchase Agreement, the terms of the Note Purchase Agreement shall govern.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

23031959

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed the foregoing Agreement as of the date first written above.

EOS WORLDWIDE, LLC
as Grantor

By: Kelly Knight
Name: Kelly Knight
Title: President

SCHEDULE A

Registered Trademarks

Owner	Title/Name	Registration No.	Issue Date	Country	IP Licenses
EOS Worldwide, LLC	Entrepreneurial Operating System	3,565,934	1/20/2009	USA	Non-exclusive license to use granted to Implementers Non-exclusive license to use granted to Radial, Inc.
EOS Worldwide, LLC	EOS	3,432,932	5/20/2008	USA	Non-exclusive license to use granted to Implementers Non-exclusive license to use granted to Radial, Inc.
EOS Worldwide, LLC	Traction	4,513,247	4/15/2014	USA	Non-exclusive license to use granted to Implementers Non-exclusive license to use granted to Radial, Inc.
EOS Worldwide, LLC	Light Bulb (logo)	4,466,082	1/14/2014	USA	Non-exclusive license to use granted to Implementers Non-exclusive license to use granted to Radial, Inc.
EOS Worldwide, LLC	Entrepreneurial Operating System	TMA941694	6/23/2016	Canada	Non-exclusive license to use granted to Implementers Non-exclusive license to use granted to Radial, Inc.
EOS Worldwide, LLC	Entrepreneurial Operating System	1255292	5/6/2015	EU	Non-exclusive license to use granted to Implementers Non-exclusive license to use granted to Radial, Inc.

Trademark Applications

Owner	Title/Name	Serial No.	Date of Filing	Country	IP Licenses
EOS Worldwide, LLC	EOS	1856649	-	Canada	Non-exclusive license to use granted to Implementers
EOS Worldwide, LLC	Light Bulb (logo)	1854308	-	Canada	Non-exclusive license to use granted to Implementers