

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499057

| | | | |
|-----------------------------------|--|------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bobit Business Media Inc. | | 11/15/2018 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Elm Park Capital Management, LLC, as Agent | | |
| Street Address: | 2300 N. Field Street, Suite 2180 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 39 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 874487 | HEAVY DUTY TRUCKING | |
| Registration Number: | 802742 | SCHOOL BUS FLEET | |
| Registration Number: | 1129246 | HDT | |
| Registration Number: | 1249807 | MODERN SALON | |
| Registration Number: | 737933 | AUTOMOTIVE FLEET | |
| Registration Number: | 1381380 | METRO | |
| Registration Number: | 1305010 | SALON TODAY | |
| Registration Number: | 1463440 | MODERN TIRE DEALER | |
| Registration Number: | 1579650 | MOBILE ELECTRONICS | |
| Registration Number: | 1629102 | NAILS | |
| Registration Number: | 1855695 | COMMERCIAL TIRE DEALER | |
| Registration Number: | 1902711 | FLEET FINANCIALS | |
| Registration Number: | 1981084 | AUTO RENTAL NEWS | |
| Registration Number: | 3318268 | MODERN SALON | |
| Registration Number: | 2218433 | NEWPORT POSTER NETWORK | |
| Registration Number: | 2364257 | SALONS OF THE YEAR | |
| Registration Number: | 3292834 | MODERN SALON MEDIA | |
| Registration Number: | 2549165 | MEMO | |
| Registration Number: | 2726095 | FLEET EXPO | |

CH \$990.00 874487

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------------|
| Registration Number: | 3178479 | FIRSTCHAIR |
| Registration Number: | 3498884 | HOTLINE |
| Registration Number: | 4460339 | AUTO SERVICE PROFESSIONAL |
| Registration Number: | 4644064 | BUSCON |
| Registration Number: | 4644062 | GOVERNMENT FLEET EXPO & CONFERENCE |
| Registration Number: | 4658685 | INTERNATIONAL LCT SHOW |
| Registration Number: | 4603507 | FLEET SAFETY CONFERENCE |
| Registration Number: | 3707183 | GREEN FLEET CONFERENCE |
| Registration Number: | 4224377 | SALON TODAY |
| Registration Number: | 4360156 | VIET SALON |
| Registration Number: | 5097523 | WORK TRUCK EXCHANGE |
| Registration Number: | 4910533 | SCHOOL BUS EXCHANGE |
| Registration Number: | 4979876 | SBX |
| Registration Number: | 5182746 | LCTCONNECT |
| Registration Number: | 5337318 | HAIR+ |
| Registration Number: | 5337319 | HAIR+ SUMMIT |
| Registration Number: | 5431973 | AGENT SUMMIT |
| Registration Number: | 3706448 | CHOOSE BEAUTY |
| Registration Number: | 3424919 | BEAUTY SCHOOL ADVISOR |
| Serial Number: | 87937208 | LUXURY COACH & TRANSPORTATION |

CORRESPONDENCE DATA

Fax Number: 2149813400

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.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 49906-30200

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 11/20/2018

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 15th day of November, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **ELM PARK CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company ("Elm Park"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated November 15, 2018 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the "Credit Agreement") by and among, BBM Holdco Corp., a Delaware corporation ("Holdings"), Bobit Business Media Inc. (formerly known as BBMH Acquisition Company), a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and the Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Agent, for the benefit of Lender Group, that certain Security Agreement, dated as of November 15, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 37 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. [Reserved].

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. SERVICE OF PROCESS, CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING SERVICE OF PROCESS, CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 34 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. RELEASE. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured


Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, upon Borrower's request, Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantors to evidence such termination and release.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BOBIT BUSINESS MEDIA INC.

By: 
Name: Aron Grossman
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006486 FRAME: 0834

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

ELM PARK CAPITAL MANAGEMENT,
LLC, a Delaware limited liability company

By: 

Name: Mark D. Schachter

Title: Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006486 FRAME: 0835

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Grantor | Trademark/Registration No./Application No. | Country | Status/Status Date |
|---------------------------|--|----------------|---|
| Bobit Business Media Inc. | <u>HEAVY DUTY TRUCKING</u> RN: 874487 AN: 72295027 | United States | Registered Supplemental Register |
| Bobit Business Media Inc. | <u>SCHOOL BUS FLEET</u> RN: 802742 AN: 72213649 | United States | Registered |
| Bobit Business Media Inc. | <u>HDT</u> RN: 1129246 AN: 73178139 | United States | Registered |
| Bobit Business Media Inc. | <u>MODERN SALON</u> RN: 1249807 AN: 73318102 | United States | Registered Principal Register - Sec. 2(F) |
| Bobit Business Media Inc. | <u>AUTOMOTIVE FLEET</u> RN: 737933 AN: 72132806 | United States | Registered |
| Bobit Business Media Inc. | <u>METRO</u> RN: 1381380 AN: 73551129 | United States | Registered |
| Bobit Business Media Inc. | <u>SALON TODAY</u> RN: 1305010 AN: 73461584 | United States | Registered |
| Bobit Business Media Inc. | <u>MODERN TIRE DEALER</u> RN: 1463440 AN: 73616935 | United States | Registered Principal Register - Sec. 2(F) |
| Bobit Business Media Inc. | <u>MOBILE ELECTRONICS</u> RN: 1579650 AN: 73806124 | United States | Registered Supplemental Register |
| Bobit Business Media Inc. | <u>NAILS</u> RN: 1629102 AN: 73805352 | United States | Registered Principal Register - Sec. 2(F) |
| Bobit Business Media Inc. | <u>COMMERCIAL TIRE DEALER</u> RN: 1855695 AN: 74261443 | United States | Registered Principal Register - Sec. 2(F) |
| Bobit Business Media Inc. | <u>FLEET FINANCIALS</u> RN: 1902711 AN: 74550483 | United States | Registered Principal Register - Sec. 2(F) |

Schedule I to Trademark Security Agreement

TRADEMARK
REEL: 006486 FRAME: 0836

| Grantor | Trademark/Registration No./Application No. | Country | Status/Status Date |
|---------------------------|--|----------------|---|
| Bobit Business Media Inc. | <u>AUTO RENTAL NEWS</u> RN: 1981084 AN: 74697451 | United States | Registered Principal Register - Sec. 2(F) |
| Bobit Business Media Inc. | <u>MODERN SALON</u> RN: 3318268 AN: 78956342 | United States | Registered Principal Register - Sec. 2(F) |
| Bobit Business Media Inc. | <u>NEWPORT POSTER NETWORK</u> RN: 2218433 AN: 75341251 | United States | Registered |
| Bobit Business Media Inc. | <u>SALONS OF THE YEAR</u> RN: 2364257 AN: 75680623 | United States | Registered |
| Bobit Business Media Inc. | <u>MODERN SALON MEDIA</u> RN: 3292834 AN: 77032161 | United States | Registered Principal Register - Sec. 2(F) |
| Bobit Business Media Inc. | <u>MEMO</u> RN: 2549165 AN: 76048205 | United States | Registered Principal Register - Sec. 2(F) |
| Bobit Business Media Inc. | <u>FLEET EXPO</u> RN: 2726095 AN: 76398263 | United States | Registered Supplemental Register |
| Bobit Business Media Inc. | <u>FIRSTCHAIR</u> RN: 3178479 AN: 78648349 | United States | Registered |
| Bobit Business Media Inc. | <u>HOTLINE</u> RN: 3498884 AN: 77392772 | United States | Registered |
| Bobit Business Media Inc. | <u>AUTO SERVICE PROFESSIONAL</u> RN: 4460339 AN: 85965263 | United States | Registered Supplemental Register |
| Bobit Business Media Inc. | <u>BUSCON</u> RN: 4644064 AN: 86196833 | United States | Registered Principal Register - Sec. 2(F) |
| Bobit Business Media Inc. | <u>GOVERNMENT FLEET EXPO & CONFERENCE</u> RN: 4644062 AN: 86196802 | United States | Registered Principal Register - Sec. 2(F) |
| Bobit Business Media Inc. | <u>INTERNATIONAL LCT SHOW</u> RN: 4658685 AN: 86196842 | United States | Registered Principal Register - Sec. 2(F) |

| Grantor | Trademark/Registration No./Application No. | Country | Status/Status Date |
|---------------------------|---|----------------|---|
| Bobit Business Media Inc. | <u>FLEET SAFETY CONFERENCE</u> RN: 4603507 AN: 86196818 | United States | Registered Supplemental Register |
| Bobit Business Media Inc. | <u>GREEN FLEET CONFERENCE</u> RN: 3707183 AN: 77678062 | United States | Registered Supplemental Register |
| Bobit Business Media Inc. | <u>SALON TODAY</u> RN: 4224377 AN: 85421155 | United States | Registered |
| Bobit Business Media Inc. | <u>VIET SALON</u> RN: 4360156 AN: 85656805 | United States | Registered Principal Register - Sec. 2(F) |
| Bobit Business Media Inc. | <u>WORK TRUCK EXCHANGE</u> RN: 5097523 AN: 86855433 | United States | Registered Supplemental Register |
| Bobit Business Media Inc. | <u>SCHOOL BUS EXCHANGE</u> RN: 4910533 AN: 8670863 | United States | Registered Supplemental Register |
| Bobit Business Media Inc. | <u>SBX</u> RN: 4979876 AN: 86708621 | United States | Registered |
| Bobit Business Media Inc. | <u>LCTCONNECT</u> RN: 5182746 AN: 86872709 | United States | Registered |
| Bobit Business Media Inc. | <u>HAIR+</u> RN: 5337318 AN: 87228850 | United States | Registered Supplemental Register |
| Bobit Business Media Inc. | <u>HAIR+ SUMMIT</u> RN: 5337319 AN: 87228899 | United States | Registered Supplemental Register |
| Bobit Business Media Inc. | <u>AGENT SUMMIT</u> RN: 5431973 AN: 87565162 | United States | Registered Principal Register - Sec. 2(F) |
| Bobit Business Media Inc. | <u>CHOOSE BEAUTY</u> RN: 3706448 AN: 77522367 | United States | Registered |
| Bobit Business Media Inc. | <u>BEAUTY SCHOOL ADVISOR</u> RN: 3424919 AN: 77336722 | United States | Registered Supplemental Register |

| Grantor | Trademark/Registration No./Application No. | Country | Status/Status Date |
|---------------------------|--|----------------|--|
| Bobit Business Media Inc. | <u>LUXURY COACH & TRANSPORTATION</u> AN: 87937208 | United States | Pending - Non-Final Office Action Mailed |