

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paddock Publications, Inc.		12/07/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Village Bank & Trust		
Street Address:	234 West Northwest Highway		
City:	Arlington Heights		
State/Country:	ILLINOIS		
Postal Code:	60004		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2963586	BIG PICTURE. LOCAL FOCUS	
Registration Number:	2619873		
Registration Number:	2549529	OAKLEE'S GUIDE	
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<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:	312.476.7558		
Email:	mefdocket@llegal.com		
Correspondent Name:	Marc E. Fineman		
Address Line 1:	2 N. LaSalle Street		
Address Line 2:	Suite 1300		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	39397-113594		
NAME OF SUBMITTER:	Marc E. Fineman		
SIGNATURE:	/Marc E. Fineman/		
DATE SIGNED:	01/10/2019		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 7, 2018, by PADDOCK PUBLICATIONS, INC., a Delaware corporation (the "Grantor"), in favor of VILLAGE BANK & TRUST (the "Lender").

RECITALS

A. The Grantor and/or its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Lender, pursuant to which the Lender has agreed to make loans to, and issue letters of credit for the account of, Grantor and/or its affiliates.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Lender, this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than Excluded Property (as defined in the Loan Agreement) to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

Provided, however, that in no event shall the Trademark Collateral or the Patent Collateral (or any component or portion thereof described or defined herein) include, and no Lien shall be granted in, any Excluded Property.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

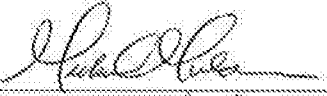
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PADDOCK PUBLICATIONS, INC.

By: 
Title: Douglas K. Ray, Chief Executive Officer

Acknowledged:

VILLAGE BANK & TRUST

By: 
Title: Senior Vice President

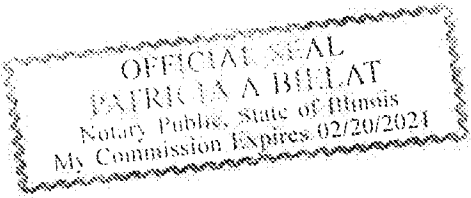
*Signature Page to Patent & Trademark
Security Agreement*

TRADEMARK
REEL: 006522 FRAME: 0158

STATE OF ILL.)
) ss
COUNTY OF Cook)


On this 7th day of Dec. 2018, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Carsten O. Buey
Notary Public



SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Mark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
BIG PICTURE. LOCAL FOCUS	76328091	2963586	October 22, 2001	June 28, 2005
	76145313	2619873	October 12, 2000	September 17, 2002
OAKLEE'S GUIDE	76145314	2549529	October 12, 2000	March 19, 2002
BIG PICTURE. LOCAL FOCUS	50-100232	IL 84594	January 6, 2000	January 6, 2000
SUBURBAN CHICAGO'S GOT TALENT	20-027712	IL 105841	September 5, 2013	September 5, 2013
SUBURBAN CHICAGO'S GOT TALENT	20-028040	IL 10958	October 9, 2013	October 9, 2013
THE DAILY HERALD	00-504738	IL 48001	August 16, 1979	August 16, 1979

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
None.			