

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Ant Media Inc.		08/31/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	1 First Canadian Place, 18th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4933508	BLUE ANT MEDIA	
Registration Number:	4933509	BLUE ANT MEDIA	
Registration Number:	4969187	BLUE ANT MEDIA	
Registration Number:	4969186	BLUE ANT MEDIA	
CORRESPONDENCE DATA			
Fax Number:	8324088558		
<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:	8323388090		
Email:	tm@fibbelightner.com		
Correspondent Name:	FIBBE LIGHTNER LLP		
Address Line 1:	3733-1 Westheimer, No. 1009		
Address Line 4:	Houston, TEXAS 77027		
NAME OF SUBMITTER:	A. Reagan Fibbe		
SIGNATURE:	/A. Reagan Fibbe/		
DATE SIGNED:	02/19/2019		
Total Attachments: 4			
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OP \$115.00 4933508

TRADEMARK SECURITY AGREEMENT

This Agreement is granted this 31st day of August, 2018 by the undersigned (the "**Grantor**") in favour of Bank of Montreal, as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Lenders (as hereinafter defined).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

Section 1. **Grant of Security Interest**

As security for all present and future, direct or indirect indebtedness, liabilities and obligations of the Grantor to the Agent and the Lenders arising under the credit agreement dated as of August 31, 2018 made among the Grantor, as the "**Borrower**", the Agent and the lenders from time to time party thereto (the "**Lenders**"), as such agreement may be modified, supplemented, amended, restated or replaced from time to time (the "**Credit Agreement**"), the Grantor hereby assigns and grants, as security, to the Agent a security interest (the "**Security Interest**") in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule "A" attached hereto, together with all renewals and extensions thereof, all income, damages and payments now or hereafter due or payable with respect thereto including, without limitation, damages and payments for past or future infringements thereof, all license agreements relating thereto (individually, a "**Licence Agreement**"), and all rights corresponding thereto throughout the world (all of the foregoing trademarks and rights are sometimes hereinafter referred individually as a "**Trademark**", and, collectively, as the "**Trademarks**".)

Section 2. **Exception to Security Interest**

The last day of the term of any Licence Agreement is specifically excepted from the Security Interest, but the Grantor agrees to stand possessed of such last day in trust for any person acquiring such interest of the Grantor. To the extent that the granting of the Security Interest in respect of any Licence Agreement to which the Grantor is a party would constitute a breach or cause the acceleration thereof, the Grantor hereby agrees to use commercially reasonable efforts to obtain from the other party or parties thereto any necessary consents to the charging and assignment thereof in favour of the Agent, and the attachment of the Security Interest thereto shall be postponed until such consent is provided. Upon the provision of such consent, the Security Interest shall immediately attach thereto. Until such attachment, the Grantor shall hold its interest therein in trust for the Agent, unless the holding of such interest by the Grantor in trust for the Agent would constitute a breach or cause the acceleration thereof.

Section 3. **Event of Default**

In this agreement, "Event of Default" has the meaning ascribed thereto in the Credit Agreement. Upon the occurrence and during the continuation of an Event of Default, the Agent shall be entitled to enforce the Security Interest and in so doing may exercise all rights and remedies in respect of the Trademarks which are available at law (specifically including all rights and remedies of a secured party under the Personal Property Security Act (Ontario)).

Section 4. **Agent's Appointment as Attorney-in-Fact**

The Grantor irrevocably constitutes and appoints the Agent and each of its authorized agents from time to time as the true and lawful attorney of the Grantor with power of substitution in the name of the Grantor, upon the occurrence and during the continuation of an Event of Default, to: endorse the name of the Grantor on all applications, documents, papers, assignments and instruments necessary or desirable regarding the Trademarks; take any other actions with respect to the Trademarks as the Agent deems to be in the best interest of the Lenders, including without limitation, the realization or collection of all or any income, damages or payments related thereto; grant or issue any exclusive or non-exclusive license or sublicense under the Trademarks; or assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone by private or public sale, lease or otherwise upon such terms and conditions as the Agent may determine as permitted by law and whether or not the Agent has taken possession of the Trademarks.

Section 5. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Grantor agrees that any lawsuit, action or proceeding arising out of or relating to this Agreement may be instituted in the Courts of Ontario and the Grantor hereby accepts and irrevocably submits to the jurisdiction of the said Courts and acknowledges their competence and agrees to be bound by any judgment thereof; provided that nothing herein shall limit the rights of the Agent to bring or initiate proceedings against the Grantor or any other person elsewhere.

Section 6. **Further Assurances**

From time to time, at the request of the Agent, the Grantor shall make and do all acts and things and execute and deliver all documents, agreements and instruments as the Agent may reasonably request in order to create, preserve and perfect the Security Interest, to enable the Agent to exercise and enforce its rights and remedies hereunder and generally to carry out the provisions and purposes of this Agreement.

Section 7. **Paramountcy**

To the extent that there is any inconsistency between a provision of this Agreement and a provision of the Credit Agreement, the provision of the Credit Agreement shall govern.

(The remainder of this page is intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Grantor under the hands of its proper officers duly authorized in that behalf.

BLUE ANT MEDIA INC., as Grantor

By:  _____

Name: Michael MacMillan

Title: Director

By: _____

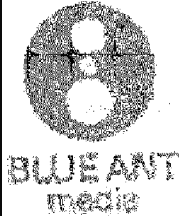

Name:

Title:



Schedule "A"

List of Trademarks

CANADA

Owner	Trademark	Registration/Application No.
Blue Ant Media Inc.	BLUE ANT MEDIA	TMA899080
Blue Ant Media Inc.	BLUE ANT MEDIA & DESIGN 	TMA917191
Blue Ant Media Inc.	BLUE ANT MEDIA DESIGN 	TMA917201

UNITED STATES

Owner	Trademark	Registration/Application No.
Blue Ant Media Inc.	BLUE ANT MEDIA BLUE ANT MEDIA	4933508
Blue Ant Media Inc.	BLUE ANT MEDIA 	4933509
Blue Ant Media Inc.	BLUE ANT MEDIA 	4969187
Blue Ant Media Inc.	BLUE ANT MEDIA BLUE ANT MEDIA	4969186