

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOUR WINDS INTERACTIVE LLC		03/01/2019	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4197093	FWI	
Registration Number:	4245334	FOUR WINDS INTERACTIVE	
Registration Number:	4606039	INTEGRATION STUDIO	
Registration Number:	4606040	INTEGRATION STUDIO	
Serial Number:	86932539	THE VISUAL LAYER	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<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:	7037607360		
Email:	hcheng@mofo.com		
Correspondent Name:	Hsiao-Ting Cheng		
Address Line 1:	1650 Tysons Boulevard		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	27292-567		
NAME OF SUBMITTER:	Stephen James Queenan		
SIGNATURE:	/Stephen James Queenan/		
DATE SIGNED:	03/05/2019		

CH \$140.00 4197093

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 1, 2019 (this “**Trademark Security Agreement**”), is made by the Pledgor that is a signatory hereto (the “**Pledgor**”), in favor of **SILICON VALLEY BANK**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the “**Collateral Agent**”), pursuant to that certain Credit Agreement, dated as of March 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **RESOLUTION MERGER SUB, LLC**, a Colorado limited liability company (“**Merger Sub**”) and, prior to the consummation of the Closing Date Acquisition, the “**Borrower**”), upon consummation of the Closing Date Acquisition, **FOUR WINDS INTERACTIVE LLC**, a Colorado limited liability company (“**Four Winds**” and, as the surviving entity after giving effect to the Closing Date Acquisition, the “**Borrower**”), **RESOLUTION PARENT, LLC**, a Delaware limited liability company (“**Holdings**”), as a Guarantor, each of the other Guarantors from time to time party thereto, the lenders from time to time party thereto, and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by the Pledgor, at the Pledgor's sole expense, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

FOUR WINDS INTERACTIVE LLC,
a Colorado limited liability company

By: DL

Name: David Levin

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

SILICON VALLEY BANK,
as Collateral Agent

By: Jonathan Wolfert
Name: Jonathan Wolfert
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations and Applications:

Trademark	Database	Registration Number	Registration Date	Status	Owner
FWI	U.S. Federal	4197093	08/28/2012	Registered	Four Winds Interactive LLC
FOUR WINDS INTERACTIVE	U.S. Federal	4245334	11/20/2012	Registered	Four Winds Interactive LLC
INTEGRATION STUDIO	U.S. Federal	4606039	09/16/2014	Registered	Four Winds Interactive LLC
INTEGRATION STUDIO	U.S. Federal	4606040	09/16/2014	Registered	Four Winds Interactive LLC
THE VISUAL LAYER	U.S. Federal	Pending	03/08/2016	Filed - Application Number 86932539	Four Winds Interactive LLC