

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMI Group Holdings, Inc.		04/03/2019	Corporation: DELAWARE
Bonita Marie International, Inc.		04/03/2019	Corporation: NEW JERSEY
BMI Merchandise, Inc.		04/03/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Plexus Fund III, L.P.		
Street Address:	4242 Six Forks Road		
Internal Address:	Suite 950		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27601		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4974764	AMRS	
Registration Number:	5615637	BMI MERCHANDISE	
Registration Number:	5615638	BMI MERCHANDISE	
Registration Number:	5615639	MOVING FUN FORWARD	
Serial Number:	87064245	PRIZECHECK	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	919-838-2034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire/Smith Anderson Law Firm		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/s/ Perky L. Karmire		

OP \$140.00 4974764

DATE SIGNED:

04/04/2019

Total Attachments: 13

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THIS INSTRUMENT IS SUBORDINATED TO THE PRIOR PAYMENT AND SATISFACTION IN CASH OF ALL SENIOR INDEBTEDNESS, AS DEFINED IN THE INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF MAY 31, 2016 AS THE SAME MAY BE AMENDED, MODIFIED, RESTATED OR SUPPLEMENTED FROM TIME TO TIME (THE “SUBORDINATION AGREEMENT”), TO THE EXTENT, AND IN THE MANNER PROVIDED IN THE SUBORDINATION AGREEMENT.

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is made effective as of the 3rd day of April, 2019 by and among **BMI GROUP HOLDINGS, INC.**, a corporation organized under the laws of the State of Delaware (“**Holdings**”), **BONITA MARIE INTERNATIONAL, INC.**, a corporation organized under the laws of the State of New Jersey (“**BMI**”), **BMI MERCHANDISE, INC.**, a corporation organized under the laws of the State of New Jersey (“**Merchandise**”; together with **Holdings** and **BMI**, the “**Assignors**”, and each an “**Assignor**”) and **PLEXUS FUND III, L.P.**, a Delaware limited partnership (“**Plexus Fund III**”), as Agent under the Purchase Agreement described below (in such capacity, “**Agent**”) for the ratable benefit of itself and the other purchasers from time to time party to the Purchase Agreement (as defined below) (the “**Purchasers**”).

BACKGROUND

A. The Purchasers have agreed to purchase senior subordinated promissory notes issued by the Assignors, in the amounts and manner set forth in that certain Senior Subordinated Note Purchase Agreement, dated as of May 31, 2016, as amended by that certain First Amendment to Senior Subordinated Note Purchase Agreement, dated as of March 20, 2017, by that certain Second Amendment to Senior Subordinated Note Purchase Agreement, effective as of October 1, 2017, by that certain Third Amendment to Senior Subordinated Note Purchase Agreement, dated as of April 20, 2018, and by that certain Fourth Amendment to Senior Subordinated Note Purchase Agreement, dated as of even date herewith (as further amended, supplemented or modified on the date hereof and otherwise from time to time, the “**Purchase Agreement**”).

B. The Assignors have executed and delivered to Agent that certain Security Agreement dated as of May 31, 2016 (as the same may be amended, modified, supplemented, extended and/or renewed, the “**Security Agreement**”).

C. The Security Agreement provides, *inter alia*, that Assignors will grant to Agent a security interest in all of Assignors’ assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses.

D. The Assignors and Agent previously entered into that certain Intellectual Property Security Agreement, dated as of May 31, 2016 (the “**Existing IP Security Agreement**”), and have agreed to amend and restate the Existing IP Security Agreement upon the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors agree as follows:

1. **Incorporation of Security Agreement.** The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Security Agreement.

2. **Security Interest.**

(a) **Security Interest in Patents, Copyrights and Licenses.** To secure the complete and timely payment and satisfaction of all Obligations, each Assignor hereby collaterally assigns, pledges and grants to Agent a security interest in, as and by way of a first security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in **Section 2(b)** below, the "**Collateral**):

(i) patents, rights and interests in patents, patentable inventions and patent applications anywhere in the world, including those patents and patent applications listed on **Exhibit "A"**, attached hereto and made a part hereof, and (A) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (B) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(ii) copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications anywhere in the world; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "B"** attached hereto and made a part hereof, and (A) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (B) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, and (C) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(iii) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "C"** attached hereto and made a part hereof, and the grant of rights to manufacture, distribute, exploit and sell materials derived from any such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

(b) **Security Interest in Trademarks.** To secure the complete and timely payment and satisfaction of all Obligations, each Assignor hereby pledges and grants to Agent a security interest in, as and by way of a first security interest having priority over all other security

interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under and acceptance in accordance with any Requirement of Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, the servicemarks, trademarks and applications listed on **Exhibit "D"**, attached hereto and made a part hereof, and (A) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (B) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (C) the right to sue for past, present and future infringements of any of the foregoing, and (D) all rights corresponding to any of the foregoing (including the goodwill) throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the **"Trademarks"**).

3. **Restrictions on Future Agreements.** Each Assignor agrees that until all of the Obligations shall have been satisfied in full and the Purchase Agreement shall have been terminated, Assignor will not, without Agent's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Agreement, the Security Agreement or the Purchase Agreement, and each Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Agent under this Agreement.

4. **New Patents, Copyrights, Licenses and Trademarks.** Each Assignor represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, copyrights, licenses, trademarks and applications now owned by each respective Assignor. If, before all of the Obligations shall have been satisfied in full and the Purchase Agreement shall have been terminated, any Assignor shall (a) obtain rights to any patents, inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or any licenses therefor, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and such Assignor shall give to Agent prompt written notice thereof. Each Assignor hereby authorizes Agent to modify this Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under **Section 2** above or under this **Paragraph 4**. Each Assignor hereby agrees to provide to Agent such assignment or other documentation as Agent may request to record Agent's lien on such future Patents, Copyrights, Licenses or Trademarks.

5. **Royalties; Term.** Each Assignor hereby agrees that the use by Agent of all Patents, Copyrights, Licenses and Trademarks as described herein shall be worldwide and without any

liability for royalties or other related charges from Agent to any Assignor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all of the Obligations have been paid in full and the Purchase Agreement is terminated.

6. **Agent's Right to Inspect.** Agent shall have the right, at any time and from time to time, to inspect any Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Each Assignor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Each Assignor agrees (a) not to sell or assign its interest in, or grant any license under, the Patents, Copyrights, Licenses or Trademarks, without the prior written consent of Agent; (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (c) not to adversely change the quality of said products without Agent's express written consent; and (d) to provide Agent, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination.** This Agreement is made for collateral purposes only. Upon payment in full of all of the Obligations and termination of the Purchase Agreement, Agent shall execute and deliver to each Assignor a termination of Agent's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Copyrights, Licenses and Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

8. **Duties of Assignor.** Each Assignor shall have the duty (a) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all of the Obligations shall have been paid in full and the Purchase Agreement is terminated, (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. No Assignor will abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the prior consent of the Agent.

9. **Event of Default.** Upon the occurrence of an Event of Default, Agent may, without further notice to or consent of any Assignor, and in addition to all other rights and remedies available to Agent, immediately record all assignments previously executed and delivered to Agent by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Agent by Assignor of all rights, title and interest of Assignor, in and to the Collateral. Each Assignor hereby authorizes and agrees that Agent may, through the power of attorney granted in **Section 14** hereof, upon the occurrence of an Event of Default irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Agent shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Agent or any other person or entity selected by Agent.

10. **Agent's Right to Sue.** Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, each Assignor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and each Assignor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this **Section 10.**

11. **Waivers.** No course of dealing between any Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Purchase Agreement or the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Purchase Agreement.** All of Agent's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Assignor hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (a) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence of an Event of Default, endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) upon the occurrence of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Agent reasonably deems in the best interest of the Agent, (d) upon the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Agent, and/or (e) upon the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Agent. Agent may also act under such power of attorney to take the actions referenced in **Section 4.** Agent hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been paid in full and the Purchase Agreement shall have been terminated. Each Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Purchase Agreement or the Security Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon each Assignor and its successors and assigns, and shall inure to the benefit of Agent and its nominees, successors and assigns.

16. **Governing Law.** This Agreement shall be governed by, construed in accordance with, and enforced under, the laws of the State of North Carolina, without regard to the principles of conflicts of law of such State.


17. **No Novation.** This Agreement amends and restates in its entirety the Existing IP Security Agreement, and is executed and delivered in substitution for, but not in satisfaction of, the security interests granted under the Existing IP Security Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Security Agreement the day and year first above written.

ASSIGNORS


BMI GROUP HOLDINGS, INC.

By: 
Name: Graham Gilbert
Title: Secretary

BONITA MARIE INTERNATIONAL, INC.

By: 
Name: Graham Gilbert
Title: Secretary

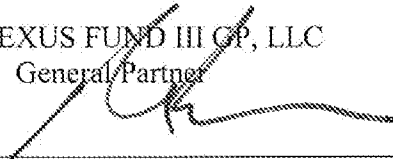
BMI MERCHANDISE, INC.

By: 
Name: Graham Gilbert
Title: Secretary

AGENT

PLEXUS FUND III, L.P., as Agent

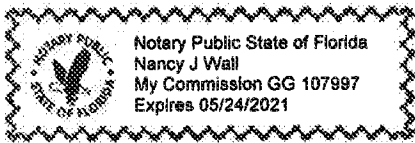
By: PLEXUS FUND III GP, LLC
Its: General Partner

By: 
Name: Michael S. Becker
Title: Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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: SS:
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On this 3rd day of April, 2019, before me, a Notary Public, personally appeared Graham Gilbert, who acknowledged himself/herself to be the duly acting Secretary of BMI GROUP HOLDINGS, INC. and that he/she as such Secretary, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his/her name as such on behalf of such Assignor.

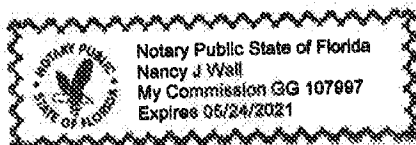


Nancy J. Wall
Notary Public, State of Florida
My Commission Expires: 05/24/2021

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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: SS:
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On this 3rd day of April, 2019, before me, a Notary Public, personally appeared Graham Gilbert who acknowledged himself/herself to be the duly acting Secretary of BONITA MARIE INTERNATIONAL, INC. and that he/she as such Secretary, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his/her name as such on behalf of such Assignor.

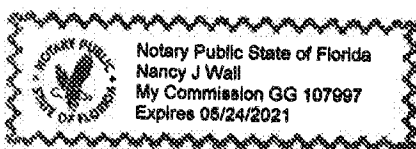


Nancy J. Wall
Notary Public, State of Florida
My Commission Expires: 05/24/2021

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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: SS:
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Nancy J. Wall
Notary Public, State of Florida
My Commission Expires: 05/24/2021

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT “A”
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

- **Ticket-to-prize hangers (2 U.S. design patents)**
 - U.S. Design Patent No. D635,194
 - Title: Merchandise ticket
 - Inventor: David Katz
 - Term: 14 years
 - Issued: March 29, 2011
 - Expires: March 30, 2025

 - U.S. Design Patent No. D610,202
 - Title: Redemption machine display tag
 - Inventor: David Katz
 - Term: 14 years
 - Issued: February 16, 2010
 - Expires: February 17, 2024

- **Applications**
 - Application No. 29/644,205 for “RFID Wand”, filed with the United States Patent and Trademark Office on April 26, 2018. Owned by Merchandise.
 - Application No. 62/683,299 for “AMRS”, filed with the United States Patent and Trademark Office on June 11, 2018. Owned by Merchandise.
 - Application No. 62/550,203 for “PrizeCheck”, filed with the United States Patent and Trademark Office on August 25, 2018. Owned by Merchandise.

EXHIBIT "B"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

None

EXHIBIT “C”
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

- ShipExec Agreement entered by and between UPS Professional Services, Inc. and BMI pursuant to which UPS Professional Services licenses certain software to BMI (not signed, but effective).

EXHIBIT “D”
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

- **AMRS**
 - Trademark Registration No. 4,974,764
 - Trademark registration date: June 7, 2016
 - Type of mark: Service mark
 - Status: Live
 - Owner: Bonita Marie International, Inc.

- **BMI MERCHANDISE**
 - Trademark Registration No. 5,615,637
 - Trademark registration date: November 27, 2018
 - Type of mark: Service mark
 - Status: Live
 - Owner: Bonita Marie International, Inc.

- **BMI MERCHANDISE (Design)**
 - Trademark Registration No. 5,615,638
 - Trademark registration date: November 27, 2018
 - Type of mark: Service mark
 - Status: Live
 - Owner: Bonita Marie International, Inc.

- **MOVING FUN FORWARD**
 - Trademark Registration No. 5,615,639
 - Trademark registration date: November 27, 2018
 - Type of mark: Service mark
 - Status: Live
 - Owner: Bonita Marie International, Inc.

- **Applications**
 - Trademark Application No. 87/064,245 for “PRIZECHECK”, filed with the United States Patent and Trademark Office on June 8, 2016, owned by BMI.