

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520398

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STAGELINE MOBILE STAGE INC.		02/28/2019	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE BANK OF NOVA SCOTIA		
<b>Street Address:</b>	1002 Sherbrooke West		
<b>City:</b>	Montreal, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3A 3L6		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3188448	MSR MOBILE STAGE RENTALS	
<b>Registration Number:</b>	1629825	STAGELINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142974900		
<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>			
<b>Phone:</b>	414-271-2400		
<b>Email:</b>	ipdocketing@foley.com, sfelde@foley.com		
<b>Correspondent Name:</b>	Richard J. McKenna		
<b>Address Line 1:</b>	3000 K Street, N.W. Suite 600		
<b>Address Line 2:</b>	Foley & Lardner LLP		
<b>Address Line 4:</b>	Washington, D.C. 20007-5109		
<b>ATTORNEY DOCKET NUMBER:</b>	117742-0101		
<b>NAME OF SUBMITTER:</b>	Richard J McKenna		
<b>SIGNATURE:</b>	/R.J. McKenna/		
<b>DATE SIGNED:</b>	04/23/2019		
<b>Total Attachments: 6</b>			
source=Revised Trademark Security Agreement#page1.tif			
source=Revised Trademark Security Agreement#page2.tif			

OP \$65.00 3188448

source=Revised Trademark Security Agreement#page3.tif  
source=Revised Trademark Security Agreement#page4.tif  
source=Revised Trademark Security Agreement#page5.tif  
source=Revised Trademark Security Agreement#page6.tif

REPLACEMENT TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, effective as of February 28, 2019, is made by the entity listed on the signature page hereof (the “Grantor”), in favor of THE BANK OF NOVA SCOTIA (in such capacity, together with its successors and permitted assigns, the “Lender”) and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 31, 2018 (as the same may be amended, refinanced, replaced, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and between Groupe Stageline Inc. (a successor by amalgamation of 10601934 Canada Inc.), as borrower (the “Original Borrower”) and the Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guarantee Agreement dated as of February 1, 2018 in favor of the Lender and the other Secured Parties (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Original Borrower;

WHEREAS, the Grantor is also party to the Movable Hypothec dated as of February 1, 2018 between the Grantor and the Lender (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, effective as of February 1, 2019, Groupe Stageline Inc., the Original Borrower, was merged pursuant to certain articles of amalgamation with another entity and the surviving, resulting entity is Stageline Mobile Stage Inc. (also known as “Stageline Scène Mobile Inc.”) and the defined term “Borrower” in this Trademark Security Agreement, the Security Agreement, the Guarantee Agreement or the Credit Agreement (as applicable) shall now be defined as Stageline Mobile Stage Inc.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make its extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Lender as follows:

Section 1.     Defined Terms. Capitalized definitional terms used herein without definition are used as defined in the Security Agreement, the Guarantee Agreement or the Credit Agreement (as applicable).

Section 2.     Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Lender for the benefit of the Secured Parties, and grants to the Lender for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Charged Property of the Grantor (the “Trademark Collateral”):

(a) all of its trademarks and all intellectual property licenses providing for the grant by or to the Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and intellectual property licenses subject to a security interest hereunder.

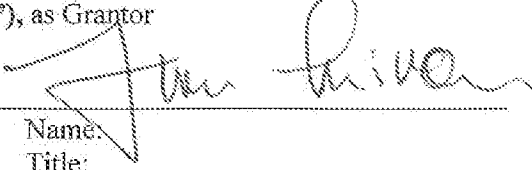
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

[SIGNATURE PAGES FOLLOW]

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

STAGELINE MOBILE STAGE INC.  
(A.K.A. STAGELINE SCÈNE MOBILE  
INC.), as Grantor

By:   
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

THE BANK OF NOVA SCOTIA,  
as Lender

By: \_\_\_\_\_  
Name:  
Title:

TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

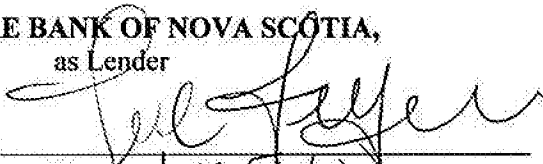
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**STAGELINE MOBILE STAGE INC.  
(A.K.A. STAGELINE SCENE MOBILE  
INC.)**, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

**THE BANK OF NOVA SCOTIA,**  
as Lender

By:   
Name: W.C. FLYNN  
Title: DIRECTOR-NATIONAL ACCOUNTS

ACKNOWLEDGMENT OF GRANTOR

Province of Quebec  
Country of Canada

On this 28<sup>th</sup> day of February, 2019 before me personally appeared YVAN MIRON, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **Stageline Mobile Stage Inc. (also known as "Stageline Scène Mobile Inc.")**, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said company.



Notary Public  
Mtre Michael Douglas Kelley

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<b>Registration No.</b>	<b>Registration Date</b>	<b>Title</b>	<b>Recorded Owner</b>	<b>Status</b>
3188448	12-26-2006	MSR MOBILE STAGE RENTALS	STAGELINE MOBILE STAGE INC.	Issued
1629825	01-01-1991	STAGELINE	STAGELINE MOBILE STAGE INC.	Issued