

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523505

|   |                               |                       |                       |
|---|-------------------------------|-----------------------|-----------------------|
| <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>    |
| 3Q Digital, Inc.  |                               | 05/07/2019            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                               |                       |                       |
| <b>Name:</b>  | CIBC BANK USA                 |                       |                       |
| <b>Street Address:</b>  | 120 S. LaSalle Street         |                       |                       |
| <b>City:</b>  | Chicago                       |                       |                       |
| <b>State/Country:</b>   | ILLINOIS                      |                       |                       |
| <b>Postal Code:</b>   | 60603                         |                       |                       |
| <b>Entity Type:</b>   | Illinois State Bank: ILLINOIS |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |                               |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                 | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4622226                       | 3Q DIGITAL            |                       |
| <b>Registration Number:</b>   | 4610939                       | INTENDED              |                       |
| <b>CORRESPONDENCE DATA</b>  |                               |                       |                       |
| <b>Fax Number:</b>  | 3122076400                    |                       |                       |
| <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>   | 312-207-1000                  |                       |                       |
| <b>Email:</b>   | ipdocket-chi@reedsmith.com    |                       |                       |
| <b>Correspondent Name:</b>  | Matthew Limbert               |                       |                       |
| <b>Address Line 1:</b>  | 10 South Wacker Drive         |                       |                       |
| <b>Address Line 2:</b>  | Reed Smith, LLP               |                       |                       |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60606       |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Matthew Limbert               |                       |                       |
| <b>SIGNATURE:</b>   | /Matthew Limbert/             |                       |                       |
| <b>DATE SIGNED:</b>   | 05/14/2019                    |                       |                       |
| <b>Total Attachments: 5</b>   |                               |                       |                       |
| source=3Q Digital to CIBC BANK USA Trademark Security Agreement#page1.tif   |                               |                       |                       |
| source=3Q Digital to CIBC BANK USA Trademark Security Agreement#page2.tif   |                               |                       |                       |
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| source=3Q Digital to CIBC BANK USA Trademark Security Agreement#page4.tif   |                               |                       |                       |

OP \$65.00 4622226



## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 7<sup>th</sup> day of May, 2019 by and between 3Q DIGITAL, INC., a Delaware corporation (the “Grantor” or “Company”), in favor of CIBC BANK USA (“Lender”):

### W I T N E S E T H:

WHEREAS, Company and/or its affiliates have entered into a certain Loan and Security Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”) with Lender, providing for the extensions of credit to be made to Company by Lender; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor has granted to Lender, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Loan and Security Agreement), to secure the payment of all amounts owing by Grantor under the Loan and Security Agreement.

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

1. Incorporation of Loan and Security Agreement. The Loan and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan and Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as “Collateral” pursuant to the terms and conditions of the Loan and Security Agreement):

(i) each trademark and trademark application owned by Grantor, 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; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any “intent to use” trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each trademark license to which Grantor is a party, together with all goodwill associated therewith; and

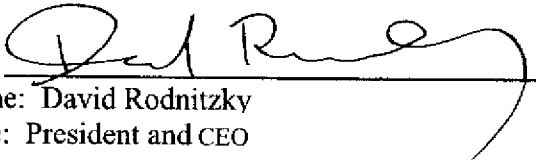
(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license.

**(Signature Page Follows)**

**IN WITNESS WHEREOF**, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**

**3Q DIGITAL, INC.**, a Delaware corporation

By:   
Name: David Rodnitzky  
Title: President and CEO

Acknowledged:

LENDER:

CIBC BANK USA

By: 

Name: Callie M. Rummel

Title: Managing Director

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006645 FRAME: 0111**

**SCHEDULE 1**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

| <b>Grantor</b>   | <b>Country</b> | <b>Mark</b> | <b>Application/<br/>Registration No.</b> | <b>App/Reg Date</b>     |
|------------------|----------------|-------------|--|-------------------------|
| 3Q Digital, Inc. | United States  | 3Q DIGITAL  | 86/026156/<br>4,622,226                  | 8/1/2013/<br>10/14/2014 |
| 3Q Digital, Inc. | United States  | INTENDED    | 86/001830/<br>4,610,939                  | 7/3/2013/<br>9/23/2014  |