

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beckett Collectibles, LLC		06/04/2019	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Metropolitan Partners Group Administration, LLC		
Street Address:	70 East 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	87929798	B BECKETT COLLECTIBLES	
Serial Number:	87930143	B BECKETT MEDIA	
Registration Number:	3321934	THE #1 AUTHORITY ON COLLECTIBLES	
Registration Number:	4742258	B BECKETT AUCTION SERVICES SERVICE! TRUS	
Registration Number:	4837343	BECKETT FANSHOP	
Registration Number:	4562181	THE WORLD'S MOST TRUSTED SOURCE IN COLLE	
Registration Number:	3055211	THE WORLD'S MOST TRUSTED SOURCE IN COLLE	
Registration Number:	2668476	BVG	
Registration Number:	2482116	BECKETT	
Registration Number:	2461317	B	
Registration Number:	2417644	B	
Registration Number:	2410768	THE HOBBY'S MOST RELIABLE AND RELIED UPO	
Registration Number:	2410767	THE HOBBY'S MOST RELIABLE AND RELIED UPO	
Registration Number:	2331054	BECKETT	
Registration Number:	2325440	BECKETT	
Registration Number:	2108233	BECKETT	
Registration Number:	1734726	BECKETT	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 87929798

Fax Number: 2158325619

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.

Phone: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	128752-01015
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NAME OF SUBMITTER:	Timothy D. Pecsénye
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SIGNATURE:	/Timothy D. Pecsénye/
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DATE SIGNED:	06/05/2019
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Total Attachments: 23

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of June 4, 2019, is made by BECKETT COLLECTIBLES, LLC (f/k/a BECKETT COLLECTIBLES, INC.), a North Carolina limited liability company (“Beckett” and any other Person that may hereafter become a party to this Agreement as a grantor of liens hereunder, collectively, “Grantors” and each a “Grantor”), in favor of METROPOLITAN PARTNERS GROUP ADMINISTRATION, LLC, a Delaware limited liability company (as successor-in-interest to Southland National Insurance Corporation, a North Carolina corporation (“SNIC”)) in its capacity as “Agent” under the Credit Agreements referenced below (together with its successors and assigns in such capacity, including any replacement or successor “Agent” appointed under each Credit Agreement, the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to (i) that certain Amended and Restated Loan and Security Agreement dated as of March 21, 2016 and effective as of January 28, 2016 (the “First Loan”), by and among Beckett, BKT Loan-Backed Funding, LLC, as a lender, the other lenders from time to time party thereto and SNIC; (ii) that certain Second Amended and Restated Loan and Security Agreement dated as of June 1, 2016 (the “Second Loan”), among Beckett, Secured Loan-backed Funding III, LLC, as a lender, the other lenders from time to time party thereto and SNIC and (iii) that certain Second Amended and Restated Loan and Security Agreement (the “Junior Loan”) dated as of June 1, 2016, among Beckett, Secured Loan-backed Funding IV, LLC, as a lender, the other lenders from time to time party thereto (each lender from time to time party to the First Loan, the Second Loan or the Junior Loan, each individually, a “Lender” and collectively, the “Lenders”) and SNIC, (each of the loans in clauses (i), (ii) and (iii) as amended, modified, supplemented, renewed, restated or replaced from time to time, each individually, a “Credit Agreement” and collectively, the “Credit Agreements”; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreements), Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth in the Credit Agreements;

WHEREAS, pursuant to the Credit Agreements, Grantors have granted to Agent, for its own benefit and for the ratable benefit of each Lender, security interests in and liens upon substantially all of each Grantor’s assets, including without limitation all of each Grantor’s intellectual property and specifically including all of each Grantor’s registered United States patents, trademarks and copyrights and all of each Grantor’s filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, Grantors have agreed to execute and deliver this Agreement, and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable), in order to perfect and/or protect all of Agent’s security interests in and liens upon the Intellectual Property Collateral (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreements, and for other good and valuable

considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of any lien by any Grantor in any Collateral under the Credit Agreements or any other Loan Document, to secure the prompt payment and performance of all Obligations to Agent and the other Lenders, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each of the other Lenders, a continuing security interest in and lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered/issued United States patents and filed United States patent applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by clause (b) above;

(d) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); and

(f) all cash, income, royalties, fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor, proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor, and 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;

which such continuing security interest in and lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations unless and until the Obligations have been indefeasibly paid and performed in full (other than contingent

indemnification and reimbursement obligations in respect of which no claim for payment has yet been asserted by the Person entitled thereto) and all commitments under each Credit Agreement have been terminated.

Section 2. Credit Agreements. The security interests and liens granted pursuant to this Agreement are granted in accordance with, and in no way limit, the security interests and liens granted to the Agent pursuant to each Credit Agreement and/or any of the other Loan Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests in and liens upon the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event there exists a conflict between the terms and provisions of the Credit Agreements and the terms and provisions of this Agreement, the terms and provisions of the Credit Agreements shall control.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new Intellectual Property Collateral, Grantors shall, concurrently with the next scheduled delivery of the financial statements required pursuant to Section 6.2(b) of each Credit Agreement following acquisition of such new Intellectual Property Collateral, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto (a "Supplement"), listing all such newly acquired Intellectual Property Collateral on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each of the other Lenders, to secure the Obligations. Each Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Intellectual Property Collateral shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Intellectual Property Collateral but Grantors fail for whatever reason to promptly execute and deliver a Supplement to Agent pursuant to this Section 5, each Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such newly acquired Intellectual Property Collateral and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to each of the other Lenders that Schedule 1 sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of an Event of Default under either of the Credit Agreements shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights, options, and remedies granted to Agent under the applicable Credit Agreement or any of the other Loan Documents or otherwise available to Agent as a secured creditor at law or in equity, Agent may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code with respect to the Intellectual Property Collateral.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under each Credit Agreement or any other Loan Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor’s true and lawful attorney-in-fact, with the power (a) in the event Grantor fails to comply with the requirements of Section 5 herein and does not remedy such defect within ten (10) days of written notice from Agent, to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest provided for herein in the Intellectual Property Collateral and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of each Credit Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been indefeasibly paid and performed in full (other than contingent indemnification and reimbursement obligations in respect of which no claim for payment has yet been asserted by the Person entitled thereto) and each of the Credit Agreements have been terminated.

Section 9. Miscellaneous. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of each Credit Agreement herein provided for above, the provisions

of Section 10.7 of each Credit Agreement { Amendments; counterparts; integration; effectiveness }, Section 10.2 of the each Credit Agreement { Expenses; indemnity; damage waiver }, Section 10.11 of each Credit Agreement { Notices }, Section 10.12 of each Credit Agreement { Governing law; jurisdiction; etc. } and Section 10.13 of each Credit Agreement { Waiver of trial by jury } are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or other electronic means of transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

[Signature Pages Follow]

In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

BECKETT COLLECTIBLES, LLC (d/b/a
BECKETT COLLECTIBLES, INC.)

By: 

Name: Greg E. Lindberg

Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006662 FRAME: 0422

ACCEPTED AND AGREED
as of the date first above written:

METROPOLITAN PARTNERS GROUP ADMINISTRATION, LLC, as Agent

By: 

Name: **Eric D. Chasser**
Title: **Authorized Person**






Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS AND COPYRIGHTS



1. Patents and Patent Applications:

None

2. Trademarks and Trademark Applications:

Mark Name	Owner ¹	Country	Registration Number (App. No.)	Registration Date (App. Date)
 B BECKETT COLLECTIBLES & DESIGN	Beckett Collectibles, LLC	United States	(87929798)	(05/21/2018)
 B BECKETT COLLECTIBLES & DESIGN	Beckett Collectibles, Inc.	Canada	(1902889)	(06/06/2018)
 B BECKETT MEDIA & DESIGN	Beckett Collectibles, LLC	United States	(87930143)	(05/21/2018)
 B BECKETT MEDIA & DESIGN	Beckett Collectibles, Inc.	Canada	(1902887)	(06/06/2018)
THE #1 AUTHORITY ON COLLECTIBLES	Beckett Collectibles, LLC	United States	3321934	10/23/2007
 Beckett Collectibles, LLC	Beckett Collectibles, LLC	United States	4742258	05/26/2015

¹ Beckett Collectibles, Inc. has been converted to Beckett Collectibles, LLC as of December 27, 2018.

B BECKETT AUCTION SERVICES SERVICE! TRUST! INTEGRITY! & DESIGN				
BECKETT FANSHOP	Beckett Collectibles, LLC	United States	4837343	10/20/2015
THE WORLD'S MOST TRUSTED SOURCE IN COLLECTING	Beckett Collectibles, LLC	United States	4562181	07/08/2014
THE WORLD'S MOST TRUSTED SOURCE IN COLLECTING	Beckett Collectibles, LLC	United States	3055211	01/31/2006
BVG	Beckett Collectibles, LLC	United States	2668476	12/31/2002
BECKETT	Beckett Collectibles, LLC	United States	2482116	08/28/2001
 B & DESIGN	Beckett Collectibles, LLC	United States	2461317	06/19/2001
 B & DESIGN	Beckett Collectibles, LLC	United States	2417644	01/02/2001
THE HOBBY'S MOST RELIABLE AND RELIED UPON SOURCE	Beckett Collectibles, LLC	United States	2410768	12/05/2000
THE HOBBY'S MOST RELIABLE AND RELIED UPON SOURCE	Beckett Collectibles, LLC	United States	2410767	12/05/2000
BECKETT	Beckett Collectibles, LLC	United States	2331054	03/21/2000
BECKETT	Beckett Collectibles, LLC	United States	2325440	03/07/2000
BECKETT	Beckett Collectibles, LLC	United States	2108233	10/28/1997
BECKETT	Beckett Collectibles, LLC	United States	1734726	11/24/1992

Active Registered and Pending Trademarks

Beckett Media

Mark Name	Owner	Country	Registration Number (App. No.)	Registration Date (App. Date)
BECKETT	Beckett Media, LLC	European Union	0186627	01/26/1999
BECKETT	Beckett Media, LLC	European Union	011063716	01/30/2013
BECKETT	Beckett Media, LLC	UK	2629014	12/14/2012
BECKETT	Beckett Media, LLC	Japan	5567713	03/22/2013
BECKETT	Beckett Media, LLC	Japan	4179419	08/21/1998
BECKETT	Beckett Media, LLC	Australia	701019	09/18/1998
BECKETT	Beckett Media, LLC	Australia	1503342	08/05/2014
BECKETT	Beckett Media, LLC	Canada	(1590114)	(08/14/2012)
BECKETT	Beckett Media, LLC	Brazil	840238088	08/11/2015
BECKETT	Beckett Media, LLC	India	2380782	08/16/2012
BECKETT	Beckett Media, LLC	Mexico	1342633	01/15/2013

3. Copyrights and Copyright Applications:

Beckett Collectibles

Name ²	Full Title	Copyright Number	Date
Beckett Collectibles Inc.	<u>Beckett Collectibles Compilation Published 04/01/17-06/30/17; Representative Publication Dates, 04/02/17-06/30/17; Updated daily.</u>	TX0008695145	2017
Beckett Collectibles Inc.	<u>Beckett Collectibles Compilation Published 7/01/17-9/30/17; Representative Publication Dates, 07/01/2017-9/30/2017; Updated Daily.</u>	TX0008695122	2017
Beckett Collectibles Inc.	<u>Beckett Collectibles Compilation Published 9/30/17-12/31/17; Representative publication dates, 9/30/2017-12/31/2017; Updated Daily.</u>	TX0008694983	2017

² Beckett Collectibles, Inc. has been converted to Beckett Collectibles, LLC as of December 27, 2018.

Beckett Media

Name³	Full Title	Copyright Number	Date
Beckett Media, LLC	<u>Beckett Almanac of Baseball Cards & Collectibles.</u>	TX0008654368	2018
Beckett Media, LLC	<u>Beckett Baseball Card Price Guide.</u>	TX0008565561	2018
Beckett Media, LLC	<u>Beckett Collectible Gaming Almanac.</u>	TX0008709929	2018
Beckett Media, LLC	<u>Beckett Football Card Price Guide.</u>	TX0008666596	2018
Beckett Media, LLC	<u>Beckett Graded Card Price Guide.</u>	TX0008666616	2018
Beckett Media, LLC	<u>Beckett Graded Card Price Guide.</u>	TX0008706535	2018
Beckett Media, LLC	<u>Beckett Hockey Card Price Guide.</u>	TX0008672584	2018
Beckett Media, LLC	<u>Beckett Non-Sport Almanac.</u>	TX0008666625	2018
Beckett Media, LLC	<u>Beckett Racing Collectibles Price Guide.</u>	TX0008644379	2018
Beckett Media, LLC	<u>Beckett Vintage Almanac.</u>	TX0008666634	2018
Beckett Media, LLC	<u>Beckett Almanac of Baseball Cards & Collectibles.</u>	TX0008510925	2017
Beckett Media, LLC	<u>Beckett Baseball Card Price Guide.</u>	TX0008391916	2017
Beckett Media, LLC	<u>Beckett Basketball Price Guide.</u>	TX0008569415	2017
Beckett Media, LLC	<u>Beckett Collectible Gaming Almanac.</u>	TX0008619674	2017
Beckett Media, LLC	<u>Beckett Graded Card Price Guide.</u>	TX0008582772	2017
Beckett Media, LLC	<u>Beckett Graded Card Price Guide.</u>	TX0008486550	2017
Beckett Media, LLC	<u>Beckett Hockey Card Price Guide.</u>	TX0008625313	2017

³ Each of the copyrights referenced below have been assigned by Beckett Media to Beckett Collectibles, LLC.

Beckett Media, LLC	<u>Beckett Racing Collectibles Price Guide.</u>	TX0008414481	2017
Beckett Media, LLC	<u>Beckett Racing Collectibles Price Guide.</u>	TX0008368100	2016
Beckett Media, LLC	<u>Beckett Star Wars Collectibles Price Guide.</u>	TX0008490594	2016
Beckett Media, LLC	<u>Beckett Vintage Almanac.</u>	TX0008318857	2016
Beckett Media, LLC	<u>Beckett Almanac of Baseball Cards & Collectibles.</u>	TX0008323363	2016
Beckett Media, LLC	<u>Beckett Baseball Card Price Guide.</u>	TX0008254191	2016
Beckett Media, LLC	<u>Beckett Basketball Card Price Guide.</u>	TX0008371304	2016
Beckett Media, LLC	<u>Beckett Collectible Gaming Almanac 2017 7th ed.</u>	TX0008369064	2016
Beckett Media, LLC	<u>Beckett Football Card Price Guide.</u>	TX0008349601	2016
Beckett Media, LLC	<u>Beckett Graded Card Price Guide.</u>	TX0008648379	2016
Beckett Media, LLC	<u>Beckett Graded Card Price Guide 10th ed 2016.</u>	TX0008337758	2016
Beckett Media, LLC	<u>Beckett Hockey Card Price Guide.</u>	TX0008339195	2016
Beckett Media, LLC	<u>Beckett Media Compilation Published 4/1/16 to 6/30/16; Representative Publication Dates: 4/1/2016 - 6/30/16; Updated Daily.</u>	TX0008687515	2016
Beckett Media, LLC	<u>Beckett Media Compilation Published 6/30/16 to 9/30/16; Representative Publication Dates: 6/30/16 - 9/30/2016; Updated Daily.</u>	TX0008687556	2016
Beckett Media, LLC	<u>Beckett Media Compilation: Published 9/30/16 to 12/31/16; Representative Publication Dates: 9/30/2016 - 12/31/2016; Updated Daily.</u>	TX0008695345	2016
Beckett Media, LLC	<u>Beckett Media Compilation: Published updates from 1/1/2016 - 3/31/2-16; representative dates: 1/1/2016 and 03/31/2016; updated daily.</u>	TX0008555465	2016
Beckett Media, LLC	<u>Beckett Non-Sport Almanac.</u>	TX0008341441	2016
Beckett Media, LLC	<u>Racing Collectibles Price Guide. [Published: 2015-03-20. Issue: vol. 26, 2015]</u>	TX0008032427	2015

Beckett Media, LLC	<u>Beckett Almanac of Baseball Cards & Collectibles 20th Edition 2015.</u>	TX0008208007	2015
Beckett Media, LLC	<u>Beckett Basketball Card Price Guide.</u>	TX0008196204	2015
Beckett Media, LLC	<u>Beckett Collectible Gaming Almanac.</u>	TX0008228060	2015
Beckett Media, LLC	<u>Beckett Graded Card Price Guide.</u>	TX0008216323	2015
Beckett Media, LLC	<u>Beckett Graded Card Price Guide, 8th ed.</u>	TX0008131429	2015
Beckett Media, LLC	<u>Beckett Media Compilation Published 01/01/15 - 03/31/15; Representative Publication Dates: 01/01/15 - 03/31/15; Updated daily.</u>	TX0008678190	2015
Beckett Media, LLC	<u>Beckett Media Compilation Published 10/1/15 - 12/31/15; Representative Publication Dates: 10/1/2015 - 12/31/2015; Updated Daily.</u>	TX0008678728	2015
Beckett Media, LLC	<u>Beckett Media Compilation Published 7/1/2015 - 9/30/2015; Representative Publication Dates: 7/1/2015 - 9/30/2015; Updated Daily.</u>	TX0008678430	2015
Beckett Media, LLC	<u>Beckett Media Compilation: Published updated from 4/1/2015 - 6/30/2015; representative dates: 4/1/2015 and 6/30/2015, updated daily.</u>	TX0008555463	2015
Beckett Media, LLC	<u>Beckett Non-Sports Almanac.</u>	TX0008125102	2015
Beckett Media, LLC	<u>Beckett Vintage Almanac.</u>	TX0008174766	2015
Beckett Media, LLC	<u>Football Card Price Guide.</u>	TX0008196724	2015
Beckett Media, LLC	<u>Hockey Card Price Guide.</u>	TX0008184743	2015
Beckett Media, LLC	<u>Almanac of Baseball Card & Collectibles Price Guide. [Published: 2014-07-11, Issue: vol. 19th Edition, no. 2014]</u>	TX0007908973	2014
Beckett Media, LLC	<u>Baseball Card Price Guide. [Published: 2014-02-18, Issue: vol. 36th Edition, no. 2014]</u>	TX0007882765	2014
Beckett Media, LLC	<u>Beckett Media Compilation Published 07/01/14 - 09/30/14; Representative Publication Dates: 07/01/14 - 09/30/14; Updated daily.</u>	TX0008678300	2014
Beckett Media, LLC	<u>Beckett Media Compilation Published January 1, 2014 to March 31, 2014; Representative</u>	TX0007951518	2014

	<u>Publication Dates: 1/1/14 - 3/31/14; Updated daily.</u>		
Beckett Media, LLC	<u>Graded Card Price Guide. [Published: 2014-06-13. Issue: vol. 6th Edition, no. 2014]</u>	TX0007908976	2014
Beckett Media, LLC	<u>Group registration for the automated database titled Beckett media Compilation Published 4/1/2014 to 6/30/2014; Representative Publication Date: 6/30/2014; Updated daily.</u>	TX0008160055	2014
Beckett Media, LLC	<u>Racing Collectibles Price Guide. [Published: 2014-03-11. Issue: vol. 24th Edition, no. 2014]</u>	TX0007922084	2014
Beckett Media, LLC	<u>Rookie Card Encyclopedia. [Published: 2014-04-25. Issue: vol. 2nd Edition, no. 2014]</u>	TX0007909020	2014
Beckett Media, LLC	<u>Almanac of Baseball Cards & Collectibles. [Published: 2013-07-16. Issue: vol. 18th Edition, no. 2013]</u>	TX0007801675	2013
Beckett Media, LLC	<u>Autographs - A Comprehensive Price Guide to Sports Certified Autographs. [Published: 2013-08-19. Issue: vol. 1st Edition, no. 2013]</u>	TX0007794424	2013
Beckett Media, LLC	<u>Baseball Card Price Guide. [Published: 2013-02-18. Issue: vol. 35th Edition, no. 2013]</u>	TX0007835350	2013
Beckett Media, LLC	<u>Beckett Media Compilation Published October 1, 2013 - December 31, 2013; representative publication date December 31, 2013; continuously updated.</u>	TX0007792623	2013
Beckett Media, LLC	<u>Collectible Gaming Almanac Price Guide. [Published: 2013-10-17. Issue: vol. 4th Edition, no. 2014]</u>	TX0007908982	2013
Beckett Media, LLC	<u>Graded Card Price Guide. [Published: 2013-06-12. Issue: vol. 4th Edition, no. 2013]</u>	TX0007835355	2013
Beckett Media, LLC	<u>Racing Collectibles Price Guide. [Published: 2013-08-21. Issue: vol. 23rd Edition, no. 2013]</u>	TX0007835353	2013
Beckett Media, LLC	<u>Basketball Card Price Guide. [Published: 2012-11-14. Issue: vol. 20th Edition, no. 2013]</u>	TX0007835356	2012
Beckett Media, LLC	<u>Football Card Price Guide. [Published: 2012-09-18. Issue: vol. 29th Edition, no. 2012-13]</u>	TX0007794466	2012
Beckett Media, LLC	<u>Hockey Card Price Guide. [Published: 2012-10-23. Issue: vol. 22nd Edition, no. 2013]</u>	TX0007801673	2012
Beckett Media LLC	<u>HERS: Design with a Feminine Touch [by Jacqueline deMontravel]</u>	TX0007476808	2011
Beckett Media LP	<u>Beckett Pokemon.</u>	CSN0153457	2009

Beckett Media.	<u>Beckett hockey collector.</u>	CSN0129619	2008
Beckett Media	<u>Beckett massive online gamer.</u>	CSN0152898	2008
Beckett Media LP	<u>Beckett Plushie Pals.</u>	CSN0153599	2008
Beckett Media LP	<u>Beckett Pokemon.</u>	CSN0153457	2008
Beckett Media	<u>Beckett baseball card plus : an expanded guide for all collectors.</u>	CSN0137743	2007
Beckett Media	<u>Beckett football.</u>	CSN0147532	2007
Beckett Media	<u>Beckett football card plus : an expanded guide for all collectors.</u>	CSN0137747	2007
Beckett Media.	<u>Beckett football collector.</u>	CSN0140982	2007
Beckett Media.	<u>Beckett hockey collector.</u>	CSN0129619	2007
Beckett Media	<u>Beckett massive online gamer.</u>	CSN0152898	2007
Beckett Media.	<u>Beckett racing.</u>	CSN0145886	2007
Beckett Media	<u>Beckett Yu-Gi-Oh collector : the unofficial guide to Yu-Gi-Oh cards, games, and other Anime products.</u>	CSN0137751	2007
Beckett Media	<u>Beckett baseball card plus : an expanded guide for all collectors.</u>	CSN0137743	2006
Beckett Media	<u>Beckett elite.</u>	CSN0152207	2006
Beckett Media	<u>Beckett football card plus : an expanded guide for all collectors.</u>	CSN0137747	2006
Beckett Media.	<u>Beckett football collector.</u>	CSN0140982	2006
Beckett Media	<u>Beckett hockey card plus : an expanded guide for all collectors.</u>	CSN0137748	2006
Beckett Media.	<u>Beckett hockey collector.</u>	CSN0129619	2006
Beckett Media.	<u>Beckett racing.</u>	CSN0145886	2006

Beckett Media	<u>Beckett Yu-Gi-Oh collector : the unofficial guide to Yu-Gi-Oh cards, games, and other Anime products.</u>	CSN0137751	2006
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan. 2005 & 1557 other titles (part 005 of 008)</u>	V3523D622	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan. 2005 & 1557 other titles (part 006 of 008)</u>	V3523D623	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan. 2005 & 1557 other titles (part 007 of 008)</u>	V3523D624	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan. 2005 & 1557 other titles (part 008 of 008)</u>	V3523D625	2005
Beckett Media, LP	<u>Beckett spotlight anime for girls.</u>	CSN0147533	2005
Beckett Media, LLP	<u>Beckett basketball.</u>	CSN0145883	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan-05 & 1557 other titles (part 001 of 008); periodicals.</u>	V3528D893	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan-05 & 1557 other titles (part 002 of 008); periodicals.</u>	V3528D894	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan-05 & 1557 other titles (part 003 of 008); periodicals.</u>	V3528D895	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan-05 & 1557 other titles (part 004 of 008); periodicals.</u>	V3528D896	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan-05 & 1557 other titles (part 005 of 008); periodicals.</u>	V3528D897	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan-05 & 1557 other titles (part 006 of 008); periodicals.</u>	V3528D898	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan-05 & 1557 other titles (part 007 of 008); periodicals.</u>	V3528D899	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan-05 & 1557 other titles (part 008 of 008); periodicals.</u>	V3528D900	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan. 2005 & 1557 other titles (part 001 of 008)</u>	V3523D618	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan. 2005 & 1557 other titles (part 002 of 008)</u>	V3523D619	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan. 2005 & 1557 other titles (part 003 of 008)</u>	V3523D620	2005
Beckett Media, LP.	<u>Beckett baseball, no. 238, Jan. 2005 & 1557 other titles (part 004 of 008)</u>	V3523D621	2005

Beckett Media.	<u>Beckett anime unofficial collector.</u>	CSN0145881	2005
Beckett Media	<u>Beckett baseball.</u>	CSN0145882	2005
Beckett Media	<u>Beckett baseball card plus : an expanded guide for all collectors.</u>	CSN0137743	2005
Beckett Media	<u>Beckett basketball card plus : an expanded guide for all collectors.</u>	CSN0137744	2005
Beckett Media	<u>Beckett football.</u>	CSN0147532	2005
Beckett Media	<u>Beckett football card plus : an expanded guide for all collectors.</u>	CSN0137747	2005
Beckett Media.	<u>Beckett football collector.</u>	CSN0140982	2005
Beckett Media	<u>Beckett got sports : for kids.</u>	CSN0145884	2005
Beckett Media	<u>Beckett hockey card plus : an expanded guide for all collectors.</u>	CSN0137748	2005
Beckett Media.	<u>Beckett hockey collector.</u>	CSN0129619	2005
Beckett Media.	<u>Beckett racing.</u>	CSN0145886	2005
Beckett Media.	<u>Beckett racing plus.</u>	CSN0140984	2005
Beckett Media	<u>Beckett Yu-Gi-Oh collector : the unofficial guide to Yu-Gi-Oh cards, games, and other Anime products.</u>	CSN0137751	2005
Beckett Media	<u>Beckett baseball.</u>	CSN0145882	2004
Beckett Media	<u>Beckett football card plus : an expanded guide for all collectors.</u>	CSN0137747	2004
Beckett Media	<u>Beckett got sports.</u>	CSN0145884	2004
Beckett Media.	<u>Beckett racing plus.</u>	CSN0140984	2004
Beckett Media, LLP	<u>Beckett basketball.</u>	CSN0145883	2004
Beckett Media	<u>Beckett baseball.</u>	CSN0145882	2003

Beckett Media.	<u>Beckett racing.</u>	CSN0145886	2003
Beckett Media, LLP	<u>Beckett basketball.</u>	CSN0145883	2003

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this __ day of _____, 20__, BECKETT COLLECTIBLES, LLC, a North Carolina limited liability company ("Beckett" and any other Person that may hereafter become a party to this Agreement as a grantor of liens under the Intellectual Property Security Agreement described below, collectively, "Grantors" and each a "Grantor"), in favor of METROPOLITAN PARTNERS GROUP ADMINISTRATION, LLC, in its capacity as "Agent" under the each Credit Agreement (in such capacity, together with its successors and assigns, the "Agent"):

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement, dated as of June 4, 2019 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "IP Security Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, to secure the prompt payment and performance of all Obligations to Agent and each of the other Lenders, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each of the other Lenders, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, pursuant to the IP Security Agreement, Grantors have agreed that upon the acquisition by Grantors of any new Intellectual Property Collateral, Grantors shall deliver to Agent a Supplement to the IP Security Agreement in the form of Exhibit A thereto pursuant to which Grantors shall reconfirm the grant by them of a security interest in and lien upon all such newly acquired Intellectual Property Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable,

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 by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of any security interest or lien by any Grantor in and upon any Collateral under the Credit Agreements or any of the other Loan Documents, to secure the prompt payment and performance of all Obligations to Agent and each of the other Lenders, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each of the other Lenders, a

continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Intellectual Property Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Representations and Warranties. Each Grantor hereby represents and warrants to Agent and to each of the other Lenders that Schedule I hereto sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Security Agreement or any Schedule to any other Supplement to the original IP Security Agreement delivered by Grantor since the date thereof but prior to the date hereof.

Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement; all of the provisions of which IP Security Agreement are and remain in full force and effect as supplemented by this Supplement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

[]

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

METROPOLITAN PARTNERS GROUP ADMINISTRATION, LLC, as Agent

By: _____
Name:
Title:

SCHEDULE I

TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED _____