

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ex Libris Holdings, Inc.		10/29/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK		
Street Address:	3333 Peachtree Road NE		
Internal Address:	8th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Domestic Bank: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86268046	THE LIBRARIANS	
Serial Number:	86264009	THE LIBRARIANS	
Serial Number:	86268037	THE LIBRARIANS	
Serial Number:	86981004	THE LIBRARIANS	
Serial Number:	86264013	THE LIBRARIANS	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	10/29/2019		
Total Attachments: 8			

CH \$140.00 86268046

source=SunTrust Facility - Electric - Trademark Security Agreement (Ex Libris)#page1.tif
source=SunTrust Facility - Electric - Trademark Security Agreement (Ex Libris)#page2.tif
source=SunTrust Facility - Electric - Trademark Security Agreement (Ex Libris)#page3.tif
source=SunTrust Facility - Electric - Trademark Security Agreement (Ex Libris)#page4.tif
source=SunTrust Facility - Electric - Trademark Security Agreement (Ex Libris)#page5.tif
source=SunTrust Facility - Electric - Trademark Security Agreement (Ex Libris)#page6.tif
source=SunTrust Facility - Electric - Trademark Security Agreement (Ex Libris)#page7.tif
source=SunTrust Facility - Electric - Trademark Security Agreement (Ex Libris)#page8.tif

TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS)

October 29, 2019

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 29, 2019, by Ex Libris Holdings, Inc. (the "Grantor"), in favor of SUNTRUST BANK, as Administrative Agent (the "Administrative Agent") (for the benefit of the Secured Parties) under the Credit Agreement, as defined below.

WHEREAS, the Grantor now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of the date hereof (as the same has been or may further be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement), among ELECTRIC ENTERTAINMENT, INC., as the Borrower (the "Borrower"), the Guarantors referred to therein, the Lenders referred to therein and the Administrative Agent, the Lenders have agreed to make loans to the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor has granted to the Administrative Agent (for the benefit of the Secured Parties) a continuing security interest in and to all personal property of the Grantor including, without limitation, all right, title and interest of the Grantor in, to and under all of the Grantor's Trademarks, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, the Administrative Agent and the Grantor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items (i) and (ii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantor:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto; and
- (ii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Grantor against third parties for the past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, the Trademark Collateral does not include any Excluded Assets, including without limitation any intent-to-use trademark or service-mark application filed with the United States Patent and Trademark Office (the "USPTO"), but only until such time as and until an amendment to allege use or a statement of use has been filed with the USPTO with respect thereto, solely to the extent, if any, and solely during the period, if any, in which, the granting of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application or any registration issuing therefrom under applicable federal law.

Within sixty (60) days after the Grantor registers, adopts or otherwise acquires any interest in any Trademark not listed on Schedule A, the Grantor agrees to deliver updated copies of Schedule A to the Administrative Agent, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Grantor, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Grantor agrees that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Grantor, the Administrative Agent or if any Person shall do or

perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon five (5) days' prior written notice to the Grantor (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Grantor or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give the Grantor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Grantor agrees to provide reasonable assistance to the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Grantor's sole expense.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Credit Agreement. Each of the Grantor and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest made and granted hereby in the Trademark Collateral are more fully set forth in the Credit Agreement, and are subject to the limitations (including, without limitation, certain rights of quiet enjoyment in favor of licensees) set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Administrative Agent shall promptly execute and deliver to the Grantor, at the Grantor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent will provide the notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of this Trademark Security Agreement, the Credit Agreement and the other Fundamental Documents to which it is a party, the Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

[Signature Page Follows.]

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

Grantor:


Ex Libris Holdings, Inc.

By: _____

Name: Dean Devlin

Title: President

Accepted:

SUNTRUST BANK,
as the Administrative Agent

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006782 FRAME: 0375

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On October 9, 2019 before me, Natalie Rose Masciale, Notary Public
(insert name and title of the officer)

personally appeared Dean Devlin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

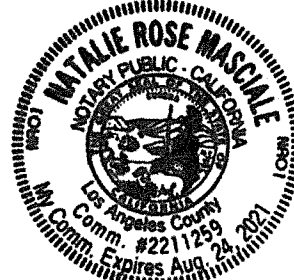
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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

Grantor:

Ex Libris Holdings, Inc.


By: _____

Name:

Title:

Accepted:

SUNTRUST BANK,
as the Administrative Agent

By:  _____

Name: J. Matthew Rowand

Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006782 FRAME: 0377

Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Mark Drawing Code</u>	<u>Trademark</u>
USA	Ex Libris Holdings, Inc.	86268046	4774001	July 14, 2015	(4) STANDARD CHARACTER MARK	THE LIBRARIANS
USA	Ex Libris Holdings, Inc.	86264009	4786950	August 4, 2015	(4) STANDARD CHARACTER MARK	THE LIBRARIANS
USA	Ex Libris Holdings, Inc.	86268037	5124690	January 17, 2017	(4) STANDARD CHARACTER MARK	THE LIBRARIANS
USA	Ex Libris Holdings, Inc.	86981004	5125894	January 17, 2017	(4) STANDARD CHARACTER MARK	THE LIBRARIANS
USA	Ex Libris Holdings, Inc.	86264013	5365249	December 26, 2017	(4) STANDARD CHARACTER MARK	THE LIBRARIANS