

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEON Rated, LLC		11/14/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A.		
Street Address:	1901 Avenue of the Stars, Suite 600		
Internal Address:	Attn: Matthew Rosenberg		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5445146	NEON	
Registration Number:	5557157	SUPER LTD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1153328 TM		
NAME OF SUBMITTER:	Chris Maddox		
SIGNATURE:	/Chris Maddox/		
DATE SIGNED:	11/15/2019		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Dated as of November 14, 2019

WHEREAS, NEON Rated, LLC, a Delaware limited liability company (the "Borrower"), and the other Credit Parties referred to in the Credit Agreement (as defined below), (together with the Borrower, each a "Pledgor" and collectively the "Pledgors") now own or hold 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 pending and registered 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, provided that any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law shall not be considered Trademarks, but further provided that upon submission and acceptance by the United States Patent & Trademark Office of a Statement of Use pursuant to 15 U.S.C. 1051(d) (or any successor provision) or an Amendment to Allege Use pursuant to 15 U.S.C. 1051(c) (or any successor provision) has been filed and accepted, such intent-to-use Trademark application shall then be considered Trademarks; and

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of November 14, 2019 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Credit Agreement), among the Borrower, the Guarantors referred to therein, the Lenders referred to therein (the "Lenders") and MUFG Union Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") and as issuing bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Pledgor has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of such Pledgor including, without limitation, all right, title and interest of such Pledgor in, to and under all of such Pledgor's Trademarks and the goodwill associated therewith; and

WHEREAS, the Administrative Agent and the Pledgors 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 Borrower, as security for the Obligations (including the due and punctual payment thereof (including interest accruing on and after the filing of any petition in bankruptcy or of reorganization of the Borrower whether or not post filing interest is allowed in such proceeding)), and each of the other Pledgors, as security for its obligations under the Credit Agreement, hereby grant, mortgage, pledge, assign, transfer, set over, convey and deliver to the Administrative Agent (for the benefit of the Secured Parties) and grant to the Administrative Agent (for the benefit of the Secured Parties) a first priority Lien in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of any Pledgor:

(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;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by any Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Each Pledgor agrees that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute(s) an infringement of any Trademark, or violate(s) or infringe(s) any right therein of the Pledgors, the Administrative Agent, the Issuing Bank or the Lenders or if any Person shall do or perform any act(s) which the Administrative Agent reasonably believes constitute(s) an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgors (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 Pledgors agree that the Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of any Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph

and each of the Pledgors 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 Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby 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, this Trademark Security Agreement shall terminate and the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to record the termination of the security interest of the Administrative Agent (for the benefit of the Secured Parties) 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 (on behalf of the Secured Parties) 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.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER 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. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do

so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

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.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Pledgors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights, duties or interests hereunder shall be assigned by any Pledgor (including its successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Pledgor has duly executed this Trademark Security Agreement as of the day and the year first written.

PLEDGORS:

NEON Rated, LLC

By: 

Name: *Tom Quinn*

Title: *CEO-Founder*

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 NY)
) SS.
COUNTY OF NY)

On Nov. 7, 2019, before me, Jessica Nickelsberg, a notary public in and for the State of New York, personally appeared TOM QUINN, 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 New York that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Signature Jessica Nickelsberg (Seal)



ACCEPTED:

MUFG Union Bank, N.A.,
as Administrative Agent and Issuing Bank

By: 
Name: MATTHEW ROSENBERG
Title: DIRECTOR

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>Trademark</u>
Australia	Neon Rated, LLC	1354706	1354706	11/24/17	NEON
Canada	Neon Rated, LLC	1833640	TMA1018206	3/27/19	NEON
USA	Neon Rated, LLC	87/976,821	5,445,146	4/10/18	NEON
WIPO	Neon Rated, LLC	1354706	1354706	4/20/17	NEON
Australia	Neon Rated, LLC	1354387	1354387	11/30/17	NEON RATED
Canada	Neon Rated, LLC	1833641	TMA1018209	3/27/19	NEON RATED
EU	Neon Rated, LLC	1354387	1354387	12/11/17	NEON RATED
United Kingdom	Neon Rated, LLC	1354387		4/20/17 ¹	NEON RATED
WIPO	Neon Rated, LLC	1354387	1354387	4/20/17	NEON RATED
USA	Neon Rated LLC	87/978,138	5,557,157	9/4/18	SUPER LTD

¹ Application date; application is pending.

TRADEMARK LICENSES

None