

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOURTH LIMITED		03/09/2020	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5258921	FOURTH	
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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 PARK AVENUE		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ AG		
DATE SIGNED:	03/09/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 9, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by the signatory hereto (the “Grantor”) in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HS4 MIDCO CORP., a Delaware corporation, HS4 ACQUISITIONCO, INC., a Delaware corporation (the “Borrower”), have entered into the Credit Agreement dated as of July 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a requirement under the Credit Agreement that the Grantor shall have executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement dated as of March 9, 2020 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”) in accordance with the provisions of the Credit Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including certain of its Copyrights, Trademarks and Patents and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interest granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) the Trademark (as defined in the Guarantee and Collateral Agreement) which is identified in Schedule 1; and

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of the Trademark (as defined in the Guarantee and Collateral Agreement) which is identified in Schedule 1, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to the Trademark (as defined in the Guarantee and Collateral Agreement) which is identified in Schedule 1.

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

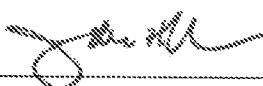
SECTION 7 Intercreditor Arrangements Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, may be subject to intercreditor arrangements entered into in accordance with the Credit Agreement. In the event of any conflict or inconsistency between the provisions of such intercreditor arrangements and this Agreement, the terms of the definitive documentation governing any such intercreditor arrangements shall govern.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

FOURTH LIMITED
as Grantor

By: 
Name: John Whitmarsh
Title: Director

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006885 FRAME: 0585

MONROE CAPITAL MANAGEMENT ADVISORS,
LLC,
as Administrative Agent

By:  _____

Name:

Title:

Gerry Burrows
Managing Director

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006885 FRAME: 0586

TRADEMARK

Mark	Registration No.	Registration Date
FOURTH	5258921	08-AUG-2017