

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MarketCast LLC		03/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88077620	M MARKETCAST	
Serial Number:	88077609	M MARKETCAST GROUP	
Serial Number:	88077613	M INSIGHT STRATEGY GROUP	
Serial Number:	88077616	INSIGHT STRATEGY GROUP	
Serial Number:	88077622	INSIGHT KIDS	
Serial Number:	88077623	M FIZIOLOGY	
Serial Number:	88077618	M	
Serial Number:	87859281	VELOCITYWATCHER	
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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		

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SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	03/31/2020
Total Attachments: 5 source=Antares Marketcast Trademark Security Agreement 2020 -- Executed#page1.tif source=Antares Marketcast Trademark Security Agreement 2020 -- Executed#page2.tif source=Antares Marketcast Trademark Security Agreement 2020 -- Executed#page3.tif source=Antares Marketcast Trademark Security Agreement 2020 -- Executed#page4.tif source=Antares Marketcast Trademark Security Agreement 2020 -- Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2020, is made by MarketCast LLC, a Delaware limited liability company (“Grantor”), in favor of Antares Capital LP, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 15, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among KMCAST Acquisition, Inc., a Delaware corporation (“Holdings”), MarketCast Holdings, LLC, a Delaware limited liability company (the “Borrower”), the other Credit Parties party thereto, the Lenders party thereto, the L/C Issuer from time to time party thereto and Antares Capital LP, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of November 15, 2016 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration and to induce the Lenders, the L/C Issuers and Agent to continue to extend credit to the Borrowers under the Credit Agreement, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any “intent to use” Trademark applications for which a “statement of use” or “amendment to allege use” has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

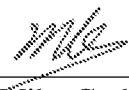
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MARKETCAST LLC,
as Grantor

By: 
Name: Mike Goddard
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: LD Spencer
Name: Lofton Spencer
Title: Its Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. U.S. REGISTERED TRADEMARKS

Mark	Jurisdiction	Owner	Application Number	Date Filed	Registration Number	Registration Date	Status of Mark
 MarketCast	United States of America	MarketCast LLC	88077620	8/14/18	576s5712	5/28/19	Registered
 MarketCast Group	United States of America	MarketCast LLC	88077609	8/14/18	5777550	6/11/19	Registered
 Insight Strategy Group	United States of America	MarketCast LLC	88077613	8/14/18	5777551	6/11/19	Registered
INSIGHT STRATEGY GROUP	United States of America	MarketCast LLC	88077616	8/14/18	5726523	4/16/19	Registered
INSIGHT KIDS	United States of America	MarketCast LLC	88077622	8/14/18	5726524	4/16/19	Registered
 Fizziology	United States of America	MarketCast LLC	88077623	8/14/18	5765713	5/28/19	Registered
	United States of America	MarketCast LLC	88077618	8/14/18	5783583	6/18/19	Registered
VELOCITYWATCHER	United States of America	MarketCast LLC	87859281	4/2/18	5801532	7/9/19	Registered

2. U.S. TRADEMARK APPLICATIONS

None.